

**INFORMATION Redacted PURSUANT TO THE FREEDOM OF  
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)**



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May 14, 2010

Mr. Richard P. Boyd, Acting Director  
Office of Defects Investigation  
National Highway Traffic Safety Administration  
1200 New Jersey Avenue SE, Room W45-302  
Washington, DC 20590

Dear Mr. Boyd:

Subject: EA10-001:NVS-212pco

The Ford Motor Company (Ford) response to the agency's March 23, 2010, letter concerning reports of alleged clockspring jumper wire chafe resulting in the illumination of the air bag warning light or the inadvertent deployment of the driver side frontal air bag in 2004 through 2006 model year Ford F-150 and Lincoln Mark LT, 2002 through 2005 model year Ford Explorer and Mercury Mountaineer, and 2003 through 2004 model year Lincoln Aviator vehicles is attached.

Ford F-150 / Lincoln Mark LT / Lincoln Aviator

The 2004 through 2007 model year Ford F-150 and 2006 through 2007 model year Lincoln Mark LT and 2003 through 2004 model year Lincoln Aviator vehicles are equipped with a driver air bag module that combines the supplemental restraint system and horn switch function into a single package. The driver air bag is attached to a horn plate assembly that consists of an upper plate, which is supplied with 12 volts, and a lower plate which is connected to ground. Both upper and lower horn plates are separated by electrically insulated springs. When the driver depresses the center of the steering wheel slightly, the pins on the upper horn plate contact the lower plate, completing the circuit, and activating the horn. Both upper and lower horn plates have an access hole to facilitate the clockspring jumper wire routing.

Air Bag Warning Lamp

If the RCM detects a malfunction of the supplemental restraint system during key-on, the system will illuminate the air bag warning lamp continuously to inform the driver the system has detected a fault and that service is required. The air bag warning lamp is required by FMVSS 208 as an effective means of informing an operator of the need for system service. Ford's field inspection during 2006 demonstrated that all of the vehicles or RCMs inspected from incidents of alleged inadvertent driver air bag deployment were found to have the air bag warning lamp illuminated for numerous, even hundreds of key-on cycles.

On December 24, 2009, the agency asked Ford to acquire and download the RCM and inspect parts from a Ford F-150 vehicle that had experienced an inadvertent driver frontal air bag deployment. The RCM data downloaded from the vehicle (VOQ: 10291871 and

MORS: Case # 1385813169) indicated the air bag warning light was illuminated for at least 256 key-on cycles before the driver frontal air bag deployed. This example documents that adequate warning is provided to the customer in the event of a supplemental restraint system fault, but it remains the responsibility of the owner to bring the vehicle in for service. Failure of the owner and/or driver to heed the air bag warning light and bring the vehicle in for service, allowed an inadvertent driver frontal air bag deployment to occur. Every RCM that has been downloaded in association with an allegation of inadvertent driver frontal air bag deployment has found that the air bag warning light was illuminated for a significant number of key-on cycles and most of the reports indicate at least 256 key-on cycles.

The data also support the fact that many owners do heed the air bag warning lamp and seek service. Ford identified 106 incidents where vehicles were brought in for service and the technician diagnosed a chafe on a clockspring jumper wire. Additionally, Ford identified 597 incidents where vehicles were brought in for service after the air bag warning lamp was illuminated and the clockspring was replaced, although these reports are not specific about the fault in the clockspring. These 703 reports demonstrate that most owners typically respond to an illuminated air bag warning light and have the vehicle diagnosed and repaired.

Ford's investigation into clockspring jumper wire chafe that resulted in an alleged inadvertent driver frontal air bag deployment on subject vehicles equipped with driver air bag modules incorporating the horn plate feature (Ford F-150, Lincoln Mark LT, and Lincoln Aviator) identified 73 incidents. With a production volume of 1,388,775, this equates to a low rate of approximately 0.053 R/1000 on 2003 through 2004 Lincoln Aviators, and Ford F-150 and Lincoln Mark LT vehicles produced prior to implementation of protective tape on the lower horn plate flange in January 2006.

The majority of drivers have not reported an injury associated with an alleged inadvertent driver frontal air bag deployment. Ford has reviewed the types of injury allegations related to alleged inadvertent driver air bag deployment. Most drivers alleging any type of injury reported burns (abrasion due to contact with the driver air bag), bruises, neck and back pain, and minor cuts from the driver air bag cover. While it is difficult to determine the extent and severity of a person's injuries without professional detailed assessment based on medical records or an interview, Ford's evaluation is based on the verbatims provided from MORS reports, indicating the injuries would most likely be consistent with an AIS-1 classification, minor injuries. Two customers reported broken or chipped teeth and two reported fractures of the extremities (elbow or arm).

No new allegations of an accident resulting from an inadvertent driver air bag deployment have been received. The only allegation of an accident was provided in Ford's response to PE09-046, and this report is ambiguous as to whether it relates to the alleged defect (MORS: Case # 639982248, VOQ: ODI # 10231592). In the report, the driver states that after the driver frontal air bag inadvertently deployed during startup, she abandoned the vehicle with the motor running and the transmission in gear, and allowed it to travel downhill until it ran into some trees. This behavior is atypical as compared with other drivers who have experienced an alleged unintended driver frontal air bag deployment.

The data continue to support Ford's position that inadvertent driver frontal air bag deployment resulting from clockspring jumper wire chafing most often occurs at vehicle start-up (approximately 98%) and not while driving. Ford reviewed all category A1 reports and has identified three reports that allege the inadvertent driver frontal air bag deployed occurred "while driving down the road." These reports are not specific about the speed or circumstances when the deployment occurred. There are three additional reports where

the alleged deployment occurred shortly after starting the truck while driving at low speeds in a parking lot. Ford also reviewed all category B1 reports (inadvertent driver air bag deployment with cause unknown) and has identified two reports that allege the deployment occurred either at highway speeds or on the highway and one that occurred at city street speeds. Of the 73 category A1 reports, only three reports indicate that they occurred while driving on a public road and none of these three incidents have an accident associated with the alleged deployment. Of the 187 category B1 reports, only three reports indicate that they occurred while driving on a public road, and none of these incidents had an accident associated with the alleged deployment. Based on our review, approximately 98% of the alleged deployments occur during initial start-up

Ford continues to believe that, given the continuing low overall rate, minor nature, if any, of alleged injuries, and the sufficient and obvious warning provided by the air bag warning lamp, this condition does not present an unreasonable risk to vehicle safety.

#### Ford Explorer / Mercury Mountaineer

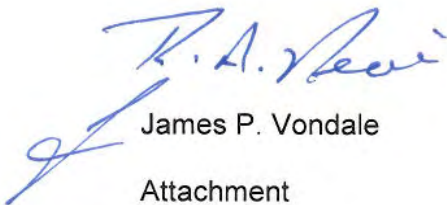
Ford Explorer and Mercury Mountaineer vehicles produced for the first half of the 2002 model year (Job #1) are equipped with a single stage driver frontal air bag, while vehicles produced in the second half of the model year (Job #2) through 2005 model year are equipped with a dual stage driver frontal air bag. The 2002.5 model year driver frontal air bag module incorporates different horn actuation technology from the Ford F-150. A Mylar switch is positioned within the air bag cover instead of using a horn plate design. As a result, there is no intermediate upper and lower horn plate assembly and the driver air bag mounts directly to the steering wheel armature on the Ford Explorer and Mercury Mountaineer vehicle lines.

Ford's investigation into clockspring jumper wire chafe resulting in an alleged driver frontal air bag deployment on Ford Explorer and Mercury Mountaineer vehicles found an extremely low incident rate (0.005 R/1000). Ford has not identified any accidents attributable to the alleged defect in these vehicles. One Ford Explorer driver reported bruising and a laceration from an alleged inadvertent driver frontal air bag deployment due to clockspring jumper wire chafing. While it is difficult to determine the extent and severity of a person's injuries without detailed medical records and based on the verbatim provided from MORS reports, the injuries would be consistent with an AIS-1 classification.

Therefore, Ford does not believe an unreasonable risk to safety exists for these vehicles given the low incident rate, absence of accident reports, and the one allegation of a minor injury.

If you have any questions concerning this response, please feel free to contact me.

Sincerely,



James P. Vondale

Attachment

FORD MOTOR COMPANY (FORD) RESPONSE TO EA10-001

Ford's response to this Engineering Analysis information request was prepared pursuant to a diligent search for the information requested. While we have employed our best efforts to provide responsive information, the breadth of the agency's request and the requirement that information be provided on an expedited basis make this a difficult task. We nevertheless have made substantial effort to provide thorough and accurate information, and we would be pleased to meet with agency personnel to discuss any aspect of this Engineering Analysis.

The scope of Ford's investigation conducted to locate responsive information focused on Ford employees most likely to be knowledgeable about the subject matter of this inquiry and on review of Ford files in which responsive information ordinarily would be expected to be found and to which Ford ordinarily would refer. Ford notes that although electronic information was included within the scope of its search, Ford has not attempted to retrieve from computer storage electronic files that were overwritten or deleted. As the agency is aware, such files generally are unavailable to the computer user even if they still exist and are retrievable through expert means. To the extent that the agency's definition of Ford includes suppliers, contractors, and affiliated enterprises for which Ford does not exercise day-to-day operational control, we note that information belonging to such entities ordinarily is not in Ford's possession, custody or control. Ford has construed this request as pertaining to vehicles manufactured for sale in the United States, its protectorates, and territories.

The agency's March 23, 2010, information request listed a large number of vehicle models and model years on subject and peer vehicles. Separately, the agency defined the "subject component" and the "subject peer component" as "driver side frontal 2-stage inflator air bag modules connected to the clockspring assembly." Some of those listed vehicles are equipped with single and dual stage frontal air bags. In an April 19, 2010, telephone call, Ford Motor Company representatives and Scott Yon and Peter Ong, of the agency, discussed the subject and peer vehicle populations for EA10-001. During the telephone call, Ford and the agency reviewed photographs and designs for the subject and peer vehicle populations equipped with dual stage driver frontal air bags. Ford informed the agency that 2004 through 2007 model year Ford F-150 vehicles are equipped with a driver frontal air bag module that incorporates the supplemental inflatable restraint and horn switch functions into a single assembly. The horn switch function is facilitated within an assembly called a horn plate and provides a means of attachment to the steering wheel. Note that subsequent to the April 19, 2010, telephone call, Ford determined that 2003 through 2004 Lincoln Aviator vehicles are equipped with driver frontal air bag that incorporates a horn plate feature. Based upon that review the agency indicated that Ford's response should include the following vehicles, model years, and driver side frontal air bag designs as subject and peer vehicles.

<b>Subject &amp; Peer Vehicles</b>			
<b>Population</b>	<b>Vehicle</b>	<b>Affected MY's</b>	<b>Rationale</b>
Subject	F-150	2004-2006	<ul style="list-style-type: none"> <li>• Dual Stage Air Bag with Horn Plates</li> </ul>
	Mark LT		
	Explorer	2002.5 – 2005	<ul style="list-style-type: none"> <li>• Dual Stage Air Bag without Horn Plates</li> <li>• Similar Clockspring as F-150</li> </ul>
	Mountaineer		
	Aviator	2003 – 2004	<ul style="list-style-type: none"> <li>• Dual Stage Air Bag with Horn Plates</li> <li>• Similar Clockspring as F-150</li> </ul>
Peer	F-150	2007	<ul style="list-style-type: none"> <li>• Dual Stage Air Bag with Horn Plates</li> </ul>
	Mark LT		
	Navigator	2004 – 2006	<ul style="list-style-type: none"> <li>• Dual Stage Air Bag with Horn Plates</li> </ul>

Following the telephone conversation, Ford sent a letter to the agency on April 22, 2010, summarizing the vehicle types, the number of driver frontal air bag stages and whether the driver air bag is equipped with horn plates.

Ford notes that some of the information being produced pursuant to this inquiry may contain personal information such as customer names, addresses, telephone numbers, and complete Vehicle Identification Numbers (VINs). Ford is producing such personal information in an unredacted form to facilitate the agency's investigation with the understanding that the agency will not make such personal information available to the public under FOIA Exemption 6, 5 U.S.C. 552(b)(6).

Answers to your specific questions are set forth below. As requested, after each numeric designation, we have set forth verbatim the request for information, followed by our response. Unless otherwise stated, Ford has undertaken to provide responsive documents dated up to and including March 23, 2010, the date of your inquiry. Ford has searched within the following offices for responsive documents: Sustainability, Environment and Safety Engineering, Ford Customer Service Division, and North American Product Development.

### Request 1

State within the body of the response letter a summary table, by make, model and model year, the number of subject vehicles Ford has manufactured for sale or lease in the United States. Separately, for each subject vehicle manufactured to date by Ford, state the following:

- a. Vehicle identification number (VIN);
- b. Make;
- c. Model;
- d. Model Year;
- e. Date of manufacture (in "yyyy/mm/dd" date format);
- f. Date warranty coverage commenced (in "yyyy/mm/dd" date format); and
- g. The State in the United States where the vehicle was originally sold or leased (or delivered for sale or lease).

Provide the detailed information in Microsoft Access 2007, or a compatible format, entitled "PRODDATA.accdb" Multiple model vehicle data can be provided in separate tables within a single database file providing that the overall file size does not exceed 1GB.

Answer

Ford records indicate that the approximate total number of subject vehicles sold in the United States (the 50 states and the District of Columbia), protectorates, and territories (American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and Virgin Islands) is provided in the following table.

Model	2002.5 MY	2003 MY	2004 MY	2005 MY	2006 MY
Ford F-150 (Non-Heritage)	Not Applicable	Not Applicable	529,594	528,018	505,485
Lincoln Mark LT	Not Applicable	Not Applicable	0	0	22,144
Ford Explorer	150,066	300,479	294,798	196,692	Not Applicable
Mercury Mountaineer	22,488	45,900	50,553	32,402	Not Applicable
Lincoln Aviator	Not Applicable	27,045	26,982	Not Applicable	Not Applicable

The requested data for each subject vehicle is provided in Appendix A. Ford previously provided production volume data for the 2004 through 2006 model year Ford F-150 in its November 19, 2009, response to PE09-046.

Request 2

State the number of each of the following reports received by Ford, or of which Ford is otherwise aware, which relate to, or may relate to, the alleged defect in the subject vehicles, categorized by make and model:

- a. Consumer complaints, including those from fleet operators;
- b. Field reports, including dealer field reports;
- c. Reports involving a fire, crash, injury, or fatality, based on claims against the manufacturer involving a death or injury, notices received by the manufacturer alleging or proving that a death or injury was caused by a possible defect in a subject vehicle, property damage claims, consumer complaints, or field reports;
- d. Property damage claims; and
- e. Third-party arbitration proceedings where Ford is or was a party to the arbitration; and
- f. Lawsuits, both pending and closed, in which Ford is or was a defendant or codefendant.

For subparts "a" through "f," state within the body of the response letter a summary table containing the total number of each item (e.g., a. consumer complaints, b. field reports, etc.) separately. Multiple incidents involving the same vehicle are to be counted

separately. Multiple reports of the same incident are also to be counted separately (i.e., a consumer complaint and a field report involving the same incident in which a crash occurred are to be counted as a crash report, a field report and a consumer complaint).

In addition, for items "c" through "f," provide a summary description of the alleged problem and causal and contributing factors and Ford's assessment of the problem, with a summary of the significant underlying facts and evidence. For items "e" and "f" identify the parties to the action, as well as the caption, court, docket number, and date on which the complaint or other document initiating the action was filed.

### Answer

For purposes of identifying reports of incidents that may be related to the alleged defect and any related documents, Ford has gathered "owner reports" and "field reports" maintained by Ford Customer Service Division (FCSD), and claim and lawsuit information maintained by Ford's Office of the General Counsel (OGC).

Descriptions of the FCSD owner and field report systems and the criteria used to search each of these are provided in Appendix B.

The following categorizations were used in the review of reports located in each of these searches:

Category	Allegation
A1	Clockspring jumper wiring chafe/short condition resulting in an inadvertent driver frontal air bag deployment
A2	Clockspring jumper wiring chafe/short condition resulting in an illumination of the air bag warning lamp
B1	Inadvertent driver frontal air bag deployment, cause not identified
B2	Air bag warning light illuminated, ambiguous cause
B3	Air bag warning light illuminated, clockspring replaced, cause not identified

We are providing electronic copies of reports categorized as "B" as "non-specific allegations" for your review because of the broad scope of the request. Based on our engineering judgment, the information in these reports is insufficient to support a determination that they pertain to the alleged defect.

In response to the agency's information request, Ford is providing 2004 through 2006 model year Ford F-150 owner reports, field reports, and warranty claims previously submitted on December 16, 2009, and new reports dated up to and including March 23, 2010, the date of your inquiry. Ford reviewed and categorized the combined data set in its entirety. A small number of reports submitted in PE09-046 have been re-categorized following a thorough re-review of the information and in some cases, receipt of new information. Upon request, Ford can supply a list of re-categorized reports to the agency.

Owner Reports: Records identified in a search of the Master Owner Relations Systems (MORS) database, as described in Appendix B, were reviewed for relevance and sorted in accordance with the categories described above. The number and copies of relevant owner reports identified in this search that may relate to the agency's investigation are provided in the MORS III portion of the database contained in Appendix C. The categorization of each report is identified in the "Category" field.



When we were able to identify that responsive (i.e., not ambiguous) duplicate owner reports for an alleged incident were received, each of these duplicate reports was marked accordingly, and the group counted as one report. In other cases, certain vehicles may have experienced more than one incident and have more than one report associated with their VINs. These reports have been counted separately.

Owner Reports				Non-Duplicative Subcategories				
Vehicle	Category	Total Reports	Non-Duplicative Reports	Fire	Crash	Injury	Fatality	Property Damage
2004-2006 Ford F-150	A1	54	38	0	0	22	0	0
	A2	0	0	0	0	0	0	0
	B1	155	116	0	1	47	0	0
2006 Lincoln Mark LT	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	0	0	0	0	0	0	0
2002.5-2005 Ford Explorer	A1	6	3	0	0	1	0	0
	A2	0	0	0	0	0	0	0
	B1	24	14	0	0	7	0	0
2002.5-2005 Mercury Mountaineer	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	1	1	0	0	1	0	0
2002.5-2005 Lincoln Aviator	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	3	3	0	0	2	0	0

**Legal Contacts:** Ford is providing, in Appendix B, a description of Legal Contacts and the activity that is responsible for this information. To the extent that responsive (i.e., not ambiguous) owner reports indicate that they are Legal Contacts, Ford has gathered the related files from the Office of General Counsel (OGC). Non-privileged documents for files that were located that are related to the responsive owner reports are provided in Appendix D. Ford notes that it was unable to locate 59 files.

**Field Reports:** Records identified in a search of the Common Quality Indicator System (CQIS) database, as described in Appendix B, were reviewed for relevance and sorted in accordance with the categories described above. The number and copies of relevant field reports identified in this search that may relate to the agency's investigation are provided in the CQIS portion of the database contained in Appendix C. The categorization of each report is identified in the "Category" field.

When we were able to identify that responsive duplicate field reports for an alleged incident were received, each of these duplicate reports was marked accordingly, and the group counted as one report. In other cases, certain vehicles may have experienced more than one incident and have more than one report associated with their VINs. These reports have been counted separately. In addition, field reports that are duplicative of owner reports are provided in Appendix C but are not included in the field report count.



Field Reports				Non-Duplicative Subcategories				
Vehicle	Category	Total Reports	Non-Duplicative Reports	Fire	Crash	Injury	Fatality	Property Damage
2004-2006 Ford F-150	A1	68	27	0	0	0	0	0
	A2	15	15	0	0	0	0	0
	B1	104	53	0	0	2	0	0
2006 Lincoln Mark LT	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	0	0	0	0	0	0	0
2002.5-2005 Ford Explorer	A1	9	3	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	17	8	0	0	0	0	0
2002.5-2005 Mercury Mountaineer	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	0	0	0	0	0	0	0
2002.5-2005 Lincoln Aviator	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	3	2	0	0	0	0	0

**VOQ Data:** This information request had an attachment that included 13 Ford F-150 Vehicle Owner Questionnaires (VOQs). Ford made inquiries of its MORS database for customer contacts, and its CQIS database for field reports regarding the vehicles identified on the VOQs. Ford notes that in some instances where the VOQ does not contain the VIN or the owner's last name and zip code, it is not possible to query the databases for owner and field reports specifically corresponding to the VOQs. Any reports located on a vehicle identified in the VOQs related to the alleged defect are included in the MORS and CQIS portions of the database provided in Appendix C.

**Crash/Injury Incident Claims:** For purposes of identifying allegations of accidents or injuries that may have resulted from the alleged defect, Ford has reviewed responsive owner and field reports, and lawsuits and claims. A chart identifying potentially relevant allegations is being provided in Appendix E. Copies of reports corresponding to these alleged incidents are provided in the MORS and CQIS portions of the database provided in Appendix C.

**Claims, Lawsuits, and Arbitrations:** For purposes of identifying incidents that may relate to the alleged defect, Ford has gathered claim and lawsuit information maintained by Ford's OGC. Ford's OGC is responsible for handling product liability lawsuits, claims, and consumer breach of warranty lawsuits and arbitrations against the Company.

Lawsuits and claims gathered in this manner were reviewed for relevance and sorted in accordance with the categories described above. Ford has also located other lawsuits, claims, or consumer breach of warranty lawsuits, each of which is ambiguous as to whether it meets the alleged defect criteria. We have included these lawsuits and claims as "non-specific allegations" for your review because of the broad scope of the request. Based on our engineering judgment, the information in these lawsuits and claims is insufficient to support a determination that they pertain to the alleged defect.

Lawsuits/Claims/Arbitrations				Non-Duplicative Subcategories				
Vehicle	Category	Total Reports	Non-Duplicative Reports	Fire	Crash	Injury	Fatality	Property Damage
2004-2006 Ford F-150	A1	6	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	26	1	0	0	1	0	0
2006 Lincoln Mark LT	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	0	0	0	0	0	0	0
2002.5-2005 Ford Explorer	A1	2	1	0	0	1	0	0
	A2	0	0	0	0	0	0	0
	B1	6	3	0	0	5	0	1
2002.5-2005 Mercury Mountaineer	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	0	0	0	0	0	0	0
2002.5-2005 Lincoln Aviator	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	3	1	0	0	1	0	0

We are providing the requested detailed information, where available, on the responsive and ambiguous lawsuits and claims in our Log of Lawsuits and Claims, as Appendix F1, including those previously submitted in PE09-046. The number of relevant lawsuits and claims identified is also provided in this log. To the extent available, copies of complaints, first notices, or MORS reports relating to matters shown on the log are provided in Appendix F2. Ford is not submitting copies of complaints, first notices, or MORS reports previously submitted in PE09-046. With regard to these lawsuits and claims, Ford has not undertaken to contact outside law firms to obtain additional documentation. Ford notes that it was unable to locate three claim files and, therefore, is unable to determine if the cases are related to the alleged defect.

### Request 3

Separately, for each item (complaint, report, claim, notice, or matter) within the scope of your response to Request No. 2, state the following information:

- a. Ford's file number or other identifier used;
- b. The category of the item, as identified in Request No. 2 (e.g., a. consumer complaint, b. field report, f. lawsuits etc.);
- c. Vehicle owner or fleet name (and fleet contact person), address, and telephone number;
- d. Vehicle's VIN;
- e. Vehicle's make, model and model year;
- f. Vehicle's mileage at time of incident;
- g. Incident date (in "yyyy/mm/dd" date format);
- h. Report or claim date (in "yyyy/mm/dd" date format);
- i. Whether a fire or crash is alleged;
- j. Whether property damage is alleged;
- k. Number of alleged injuries, if any; and
- l. Number of alleged fatalities, if any.

Provide this information in Microsoft Access 2007, or a compatible format, entitled "ORDATA.accdb." Multiple model vehicle data can be provided in separate tables within a single database file providing the overall file size does not exceed 1GB.

Answer

Ford is providing owner and field reports in the database contained in Appendix C in response to Request 2. To the extent information sought in Request 3 is available for owner and field reports, it is provided in the database. To the extent information sought in Request 3 is available for lawsuits and claims, it is provided in the Log of Lawsuits and Claims as Appendix F1.

Request 4

Produce copies of all documents related to each item within the scope of Request No. 2. Organize the documents separately by category (i.e., a. consumer complaints, b. field reports, f. lawsuits etc.) and describe the method Ford used for organizing the documents.

Answer

Ford is providing owner and field reports in the database contained in Appendix C in response to Request 2. Copies of complaints, first notices, or MORS reports relating to matters shown on the Log of Lawsuits and Claims as Appendix F1 are provided in Appendix F2. To the extent information sought in Request 4 is available, it is provided in the referenced appendices.

Request 5

State within the body of the response letter a summary table, by model and model year, a total count for each of the following categories of claims, collectively, that have been paid by Ford to date that relate to, or may relate to, the alleged defect in the subject vehicles: warranty claims; extended warranty claims; claims for good will services including field, zone, or similar adjustments and reimbursements; and warranty claims or repairs made in accordance with a procedure specified in a technical service bulletin or customer satisfaction campaign.

Separately, for each such claim, state the following information:

- a. Ford's claim number;
- b. Vehicle owner or fleet name (and fleet contact person) and telephone number;
- c. VIN;
- d. Repair date (in "yyyy/mm/dd" date format);
- e. Vehicle mileage at time of repair;
- f. Repairing dealer's or facility's name, telephone number, city and state or ZIP code;
- g. Labor operation number;
- h. Problem code;
- i. Replacement part number(s) and description(s);
- j. Concern stated by customer; and
- k. Comment, if any, by dealer/technician relating to claim and/or repair; and
- l. Type of claim/issue (Air bag light illumination or inadvertent deployment if not readily identifiable from the repair code or the part replacement fields).

Multiple repairs involving the same vehicle are to be counted separately, but duplicate repair claims are not to be included. Multiple reports of the same incident are also to be counted separately (i.e., a consumer complaint and a warranty claim). If desired, the warranty claim can be tagged as a "duplicate to an owner report" in the summary table and in the data file.

Provide this information in Microsoft Access 2007, or a compatible format, entitled "WRNTYDATA.accdb." Multiple model vehicle data can be provided in separate tables within a single database file providing that the overall file size does not exceed 1GB.

### Answer

Records identified in a search of the AWS database, as described in Appendix B, were reviewed for relevance and sorted in accordance with the categories described in the response to Request 2. The number and copies of relevant warranty claims identified in this search that may relate to the agency's investigation are provided in the AWS portion of the database contained in Appendix C. The categorization of each report is identified in the "Category" field. As previously stated, Ford is providing 2004 through 2006 model year Ford F-150 warranty claims previously submitted on December 16, 2009, and new reports dated up to and including March 23, 2010, the date of your inquiry.

When we were able to identify that duplicate claims for an alleged incident were received, each of these duplicate claims was marked accordingly and the group counted as one report. In other cases, certain vehicles may have experienced more than one incident and have more than one claim associated with their VINs. These claims have been counted separately. Warranty claims that are duplicative of owner and field reports are provided in Appendix C but are not included in the report count.

Requests for "goodwill, field, or zone adjustments" received by Ford to date that relate to the alleged defect that were not honored, if any, would be included in the MORS reports identified above in response to Request 2. Such claims that were honored are included in the warranty data provided. Ford assumes that providing the warranty claims in the electronic database format meets the requirements of this request because the agency can review or order the claims as desired.

Warranty Claims			
Vehicle	Category	Total Reports	Non-Duplicative Reports
2004-2006 Ford F-150	A1	62	8
	A2	100	88
	B1	64	11
2006 Lincoln Mark LT	A1	0	0
	A2	1	1
	B1	0	0
2002.5-2005 Ford Explorer	A1	6	1
	A2	1	1
	B1	12	2
2002.5-2005 Mercury Mountaineer	A1	0	0
	A2	1	1
	B1	0	0
2002.5-2005 Lincoln Aviator	A1	0	0
	A2	2	2
	B1	5	3

### Request 6

Describe in detail the search criteria used by Ford to identify the claims identified in response to Request 5, including the labor operations, problem codes, part numbers and any other pertinent parameters used. Provide a list of all labor operations, labor operation descriptions, problem codes, and problem code descriptions applicable to the alleged defect in the subject vehicles. State, by make and model year, the terms of the new vehicle warranty coverage offered by Ford on the subject vehicles (i.e., the number of months and mileage for which coverage is provided and the vehicle systems that are covered). Describe any extended warranty coverage option(s) that Ford offered for the subject vehicles and state by option, model, and model year, the number of vehicles that are covered under each such extended warranty.

### Answer

Detailed descriptions of the search criteria, including all pertinent parameters, used to identify the claims provided in response to Request 5 are described in Appendix B.

For Ford and Mercury subject vehicles produced from 2002.5 through 2006 model years, the New Vehicle Limited Warranty, Bumper-to-Bumper Coverage begins at the warranty start date and lasts for three years or 36,000 miles, whichever occurs first. For Lincoln subject vehicles produced from 2003 through 2006 model years, the New Vehicle Limited Warranty, Bumper-to-Bumper Coverage begins at the warranty start date and lasts for four years or 50,000 miles, whichever occurs first.

For Ford, Mercury, and Lincoln products produced from 2002.5 through 2006 model years, the New Vehicle Limited Warranty, Safety Restraint Coverage for Ford, Mercury, and Lincoln products begins at the warranty start date and lasts for five years or 50,000 miles, whichever occurs first.

Optional Extended Service Plans (ESPs) are available to cover various vehicle systems, time in service, and mileage increments. The details of the various plans are provided in Appendix G.

#### Request 7

Produce copies of all service, warranty, and other documents that relate to, or may relate to, the alleged problem condition in the subject vehicles, that Ford has issued to any dealers, regional or zone offices, field offices, fleet purchasers, or other entities. This includes, but is not limited to, bulletins, advisories, informational documents, training documents, or other documents or communications, with the exception of standard shop manuals. Also include the latest draft copy of any communication that Ford is planning to issue within the next 120 days.

#### Answer

For purposes of identifying communications to dealers, zone offices, or field offices pertaining, at least in part, to a clockspring jumper wiring chafe/short condition resulting in an inadvertent driver frontal air bag deployment or illumination of the air bag warning light, Ford has reviewed the following FCSD databases and files: The On-Line Automotive Service Information System (OASIS) containing Technical Service Bulletins (TSBs) and Special Service Messages (SSMs), Internal Service Messages (ISMs) contained in CQIS, and Field Review Committee (FRC) files. We assume this request does not seek information related to electronic communications between Ford and its dealers regarding the order, delivery, or payment for replacement parts, so we have not included these kinds of information in our answer.

A description of Ford's OASIS messages, ISMs, and the Field Review Committee files and the search criteria used are provided in Appendix B.

OASIS Messages: Ford has not identified any SSMs or TSBs that may relate to the alleged defect in the subject vehicles.

Internal Service Messages: Ford previously identified one ISM that may relate to the alleged defect in the 2004 through 2006 model year Ford F-150 vehicles and provided it in response to PE09-046. Ford has not identified any additional ISMs that may relate to the alleged defect in the subject vehicles.

Field Review Committee: Ford has not identified any field service action communications that may relate to the alleged defect in the subject vehicles.

Ford is not aware of any forthcoming communications related to the alleged defect in the subject vehicles.

#### Request 8

Describe all assessments, analyses, tests, test results, studies, surveys, simulations, investigations, inquiries and/or evaluations (collectively, "actions") that relate to, or may relate to, the alleged defect in the subject vehicles that have been conducted, are being

conducted, are planned, or are being planned by, or for, Ford. provide the following information:

- a. Action title or identifier;
- b. The actual or planned start date;
- c. The actual or expected end date;
- d. Brief summary of the subject and objective of the action;
- e. Engineering group(s)/supplier(s) responsible for designing and for conducting the action; and
- f. A brief summary of the findings and/or conclusions resulting from the action.

For each action identified, provide copies of all documents related to the action, regardless of whether the documents are in interim, draft, or final form. Organize the documents chronologically by action.

### Answer

Ford is construing this request broadly and is providing not only studies, surveys, and investigations related to the alleged defect, but also notes, correspondence, and other communications that were located pursuant to a diligent search for the requested information. Ford is providing the responsive non-confidential Ford documentation in Appendix H.

To the extent that the information requested is available, it is included in the documents provided. If the agency should have questions concerning any of the documents, please advise.

Ford is submitting additional responsive documentation in Appendix J with a request for confidentiality under separate cover to the agency's Office of the Chief Counsel pursuant to 49 CFR Part 512.

In the interest of ensuring a timely and meaningful submission, Ford is not producing non-responsive materials or items containing little substantive information. Examples of the types of materials not being produced are meeting notices, raw data lists (such as part numbers or VINs) without any analytical content, duplicate copies, non-responsive elements of responsive materials, and draft electronic files for which later versions of the materials are being submitted. Through this method, Ford is seeking to provide the agency with substantive responsive materials in our possession in the timing set forth for our response. We believe our response meets this goal. Should the agency request additional materials, Ford will cooperate with the request.

### Request 9

Describe all modifications or changes made by, or on behalf of, Ford in the design, material composition, manufacture, quality control, supply, or installation of the subject component, from the start of production to date, which relate to, or may relate to, the alleged defect in the subject vehicles. For each such modification or change, provide the following information:

- a. The date or approximate date on which the modification or change was incorporated into vehicle production;
- b. A detailed description of the modification or change;
- c. The reason(s) for the modification or change;



- d. The part numbers (service and engineering) of the original component;
- e. The part number (service and engineering) of the modified component;
- f. Whether the original unmodified component was withdrawn from production and/or sale, and if so, when;
- g. When the modified component was made available as a service component; and
- h. Whether the modified component can be interchanged with earlier production components.

Also, provide the above information for any modification or change that Ford is aware of which may be incorporated into vehicle production within the next 120 days.

### Answer

Tables containing the requested information for the subject components in the subject vehicles are provided in Appendix K.

Ford is not aware of any forthcoming modifications related to the subject components in the subject vehicles.

### Request 10

Produce the following air bag information for each subject vehicle model. Identify design modifications (if applicable) within the MY range, categorized by make and model:

- a. Make, model, and model year (and modification if applicable) of the subject vehicle;
- b. Engineering Part Number of the clockspring Assembly
- c. Start and end date (mm/yy) of each model or modification of clockspring assembly;
- d. Engineering Part Number of the driver air bag module
- e. Describe the orientation of the clockspring jumper wires in relation to each other as it exits from the air bag module (i.e. "0° angle", "90° angle" or "180° angle" (or specify the angle/configuration)) as viewed from the rear of the air bag/horn assembly with the steering wheel in the upright manner);
- f. Photograph or diagram illustrating the routing of the clockspring jumper wires as it exits from the air bag module/lower horn plate cutout (as viewed from the rear of the air bag/horn assembly with the steering wheel in an upright manner);
- g. Side view photograph or diagram illustrating the clockspring wire routing in relation to the air bag module, air bag lower horn plate and the clockspring assembly (as viewed from the driver side of the vehicle looking inward into the vehicle).

### Answer

Ford's response for subparts "a" through "e" are contained in the response to Request 9. Ford's response for subparts "f" and "g" are provided in Appendix L.

Request 11

State the number of each of the following that Ford has sold that may be used in the subject vehicles by component name, part number (both service and engineering/production), model and model year of the vehicle in which it is used and month/year of the sale (including the cut-off date for sales, if applicable).

- a. Subject air bag module component,
- b. Subject clockspring assembly component, and
- c. Any kits that have been released, or developed, by Ford for use in service repairs to the subject component/assembly.

For each component part number, provide the supplier's name, address, and appropriate point of contact (name, title, and telephone number). Also, identify by make, model and model year and number sold, any other vehicles of which Ford is aware that contain the identical component, whether installed in production or in service, and state the applicable dates of production or service usage.

Answer

As the agency is aware, Ford service parts are sold in the U.S. to authorized Ford and Lincoln-Mercury dealers. Ford has no means to determine how many of the parts were actually installed on vehicles, the vehicle model or model year on which a particular part was installed, the reason for any given installation, or the purchaser's intended use of the components sold.

Ford is providing the total number of Ford service replacement driver air bag and clockspring assemblies by part number (both service and engineering) and year of sale, where available, in Appendix M. Information pertaining to production and service usage for each part number, and supplier point of contact information, is also included.

Request 12

Furnish copies of all communications sent from or received by Ford that relate to or may relate to the alleged defect; including but not limited to such communications between employees and/or entities within Ford and between Ford and its suppliers, including, but not limited to Autoliv Electronics, TRW Vehicle Safety Systems Inc. and Methode Electronics.

Answer

Documents responsive to this request may be found in Ford's response to Request 8 contained in Appendix H and Appendix J.

Request 13

Furnish Ford's assessment of the alleged defect in the subject vehicle, including:

- a. The causal or contributory factor(s);
- b. The failure mechanism(s);
- c. The failure mode(s);
- d. The risk to motor vehicle safety that it poses;
- e. What warnings, if any, the operator would have that the alleged defect was occurring or subject component was malfunctioning; and
- f. The reports included with this inquiry.

Answer

The agency's Engineering Analysis information request expanded the scope of the subject vehicle population to include the 2006 model year Lincoln Mark LT vehicles, because it shares the same clockspring and driver air bag module (with a Lincoln brand specific air bag cover) with the 2004 through 2006 model year Ford F-150. The agency included the 2002 through 2005 model year Ford Explorer and Mercury Mountaineer and 2003 through 2004 Lincoln Aviator vehicles as subject vehicles, because they share a similar clockspring assembly with the subject 2004 through 2006 model year Ford F-150, although the Explorer and Mountaineer vehicles do not include a horn plate.

Ford F-150 / Lincoln Mark LT / Lincoln Aviator - Restraint Control Module (RCM)

The 2004 through 2007 model year Ford F-150, 2006 through 2007 model year Lincoln Mark LT, and 2003 through 2004 model year Lincoln Aviator are equipped with an ARM 400 family RCM; however, the RCM used in the F-150 and Mark LT does not have provisions for side crash sensing, rollover sensing, or safety canopy, as does the Aviator RCM. As a result, a similar diagnostic strategy is used for all three vehicles

The RCM conducts a series of diagnostic tests to evaluate the operation of all restraint system electronics during initial key-on. This includes evaluation of the front crash sensors, pyrotechnic pretensioning buckles, driver and passenger frontal air bags, occupant classification system, and passenger frontal air bag On/Off indicator light for proper operation. During this system diagnostic test phase, the air bag warning lamp is illuminated and then extinguished indicating that the system is functioning properly.

The driver air bag initial key-on diagnostics includes two tests: one for circuit impedance and one for current leakage. Driver air bag firing circuit impedance above the expected limit may indicate an open circuit; circuit impedance below the expected limit may indicate a short circuit within the driver air bag module. The second diagnostic test monitors current leakage to ground or current leakage from the battery either of which may detect a short circuit condition. The diagnostic software requires these tests to be passed successfully ten times sequentially, before progressing to the squib firing circuit test. After successfully completing the current impedance and leakage diagnostics, the squib firing test checks in order, the return side of the circuit, and then the supply side of the circuit by sending a signal that checks function.

If the RCM detects a fault during either the circuit impedance or leakage tests, a diagnostic troubleshooting code (DTC) will be set, the air bag warning light will illuminate, and the diagnostic software will not proceed to the squib firing circuit test. When the system detects a fault, the RCM will continue to check the circuit impedance and current leakage until the key is

turned to the off position. This strategy enables the system to attempt to deploy the air bag in the event of a vehicle crash, despite the presence of a fault code.

#### Ford F-150 / Lincoln Mark LT / Lincoln Aviator - Driver Air Bag Assembly

The 2004 through 2007 model year Ford F-150 and 2006 through 2007 model year Lincoln Mark LT and 2003 through 2004 model year Lincoln Aviator vehicles are equipped with a driver air bag module that combines the supplemental restraint system and horn switch function into a single package. The driver air bag is attached to a horn plate assembly that consists of an upper plate, which is supplied with 12 volts, and a lower plate which is connected to ground. Both upper and lower horn plates are separated by electrically insulated springs. When the driver depresses the center of the steering wheel slightly, the pins on the upper horn plate contact the lower plate, completing the circuit, and activating the horn. Both upper and lower horn plates have an access hole to facilitate the clockspring jumper wire routing.

#### Ford F-150 / Lincoln Mark LT / Lincoln Aviator - Clockspring Assembly

The clockspring provides an electrical connection between a stationary wire harness attached to the steering column and the electrical components packaged on the rotating steering wheel. A flexible cable carries all of the wiring for the circuits found on the steering wheel and has the capacity to rotate from full lock left to full lock right. Two jumper wire harnesses connect the clockspring to the driver air bag module. One harness contains the horn circuit, while the other harness contains the first and second stage air bag circuits. This design allows assembly plant personnel to secure the electrical connections before the driver air bag is installed on the steering wheel hub.

#### Ford Motor Company Investigation

In early January 2006, Ford received two reports alleging inadvertent driver frontal air bag deployments on Ford F-150 vehicles. Photographs relating to those reports indicated that the clockspring jumper wire harness insulation had apparently chafed on the edge of the lower horn plate, potentially leading to a short to ground condition. In late January 2006, Ford added protective tape to the inside edge of the lower horn plate flange to address the potential chafe condition. Engineering conducted an extensive analysis regarding the operation of the restraint system diagnostics. If the clockspring jumper wire insulation had chafed to bare copper and had contacted the lower horn plate, as observed in two Ford F-150 vehicles, the RCM would detect the short circuit condition during the current leakage test, set a corresponding DTC, and illuminate the air bag warning light. The RCM would not conduct the squib firing circuit test and would continue to conduct the circuit impedance and leakage tests until key-off.

At the time of Ford's investigation in 2006, very few of the reports alleged an inadvertent driver air bag deployment while driving. Ford evaluated the potential for deployment while driving due to clockspring jumper wire chafing and determined that a unique set of circumstances were required for the issue to occur. The RCM would have to detect an intermittent fault during the key-on cycle, in which case, system diagnostics would continue to evaluate the circuit impedance and leakage tests while the driver pulls away from a parking spot. During the drive cycle, the damaged squib wire can not be in contact with the lower horn plate for enough time for ten sequential circuit impedance and leakage tests to be completed and passed. The exposed portion of the clockspring jumper wire must then re-contact the lower horn plate as the squib firing circuit test is being conducted. In this case the amount of energy supplied to the igniter may be sufficient to deploy the driver frontal air bag. This extremely variable and unique sequence of events explains the low number of incidents alleged to have occurred while driving. Ford closed its investigation in June 2006, based on the low report

rate, illumination of the air bag warning light required by FMVSS 208 to inform a driver that service is required, the incidents occurring within two seconds of vehicle start-up, and that, regardless of whether or not a fault was detected during system diagnostics, the system would command the frontal air bags to deploy in the event of a crash.

During the investigation, engineering identified two possible conditions that could lead to an inadvertent driver frontal air bag deployment due to a wire chafe. A condition may exist where the clockspring jumper wire contacts the flange on the lower horn plate chafing the insulation and allowing a thin oxidation film to form on the exposed copper wire. The oxidation film may act as an insulation barrier between the clockspring jumper wire and the lower horn plate and prevent current flow from the exposed wire to the lower horn plate. If this occurs, the RCM may not detect the short circuit and may proceed to the squib firing circuit tests. The higher electrical potentials used during the squib firing circuit test could possibly overcome the resistance provided by the oxidation film, resulting in a short circuit condition. In this instance, sufficient current could flow through one of the air bag igniters, potentially resulting in an inadvertent driver air bag deployment. Another less likely condition involves a clockspring jumper wire that intermittently comes in contact with the flange on the lower horn plate chafing the insulation. Engine or road vibration could cause the wire to contact the lower horn plate intermittently. If the wire was not contacting the lower horn plate during ten sequential successful circuit impedance and leakage tests but then contacted the lower horn plate during the squib firing circuit test (which lasts for only 65 to 115  $\mu$  seconds), a short circuit condition could exist, possibly resulting in an inadvertent driver frontal air bag deployment.

Ford concluded its investigation in June 2006. Twenty-one allegations of inadvertent driver frontal air bag deployments in 2004 through 2005 model year Ford F-150 vehicles were identified. Engineering downloaded RCM data from seven of the associated vehicles and found that six vehicles had the air bag warning lamp illuminated for at least 256 key-on cycles (the maximum number stored in the RCM) prior to the deployment. The RCM in the remaining vehicle had recorded 46 key-on cycles with the air bag warning lamp illuminated prior to deployment. Ford also examined three additional vehicles associated with inadvertent deployment allegations. Engineers thoroughly examined vehicle wiring, restraints, and electrical components and no damage was observed, with the exception of the chafed insulation on the clockspring jumper wires due to contact with the lower horn plate flange. Data downloaded from the RCMs indicated that two vehicles with chafed wiring had at least 256 key-on cycles with an illuminated lamp before deployment, despite the Owner Guide statement,

"Air bag readiness: If this light fails to illuminate when ignition is turned to ON, continues to flash or remains on, have the system serviced immediately. A chime will also sound when a malfunction in the supplemental restraint system has been detected."

Vehicle owners' statements confirmed this finding. Ford also audited two fleets to assess the likelihood for the clockspring jumper harness to contact, chafe, and short on the lower horn plate. Only one vehicle out of 124 that were inspected was found to have a clockspring jumper wire chafed to bare copper wire. The data downloaded from the RCM indicated the vehicle air bag warning lamp was illuminated for at least 256 key on cycles without a deployment. The audit concluded that, while clockspring jumper wire contact with the horn plate can occur, a unique and unlikely orientation of the leads is required to permit contact with the edge of the horn plate allowing a chafe through the insulation to copper wire.

### Air Bag Warning Lamp

If the RCM detects a malfunction of the supplemental restraint system during key-on, the system will illuminate the air bag warning lamp continuously to inform the driver the system has detected a fault and to bring the vehicle in for service. The air bag warning lamp is required by FMVSS 208 as the effective means of informing an operator of the need for system service. Ford's field inspection during 2006 demonstrated that all of the vehicles or RCMs inspected from incidents of alleged inadvertent driver air bag deployment were found to have the air bag warning lamp illuminated for numerous, even hundreds, of key-on cycles.

On December 24, 2009, the agency asked Ford to acquire and download the RCM and inspect parts from an F-150 vehicle that had experienced an inadvertent driver frontal air bag deployment. The RCM data downloaded from the vehicle (VOQ: 10291871 and MORS: Case # 1385813169) indicated the air bag warning light was illuminated for at least 256 key-on cycles before the driver frontal air bag deployed. This example documents that adequate warning is provided to the customer in the event of a supplemental restraint system fault, but it remains the responsibility of the owner to bring the vehicle in for service. Failure of the owner and/or driver to heed the air bag warning light and bring the vehicle in for service, allowed an inadvertent driver frontal air bag deployment to occur. Every RCM that has been downloaded in association with an allegation of inadvertent driver frontal air bag deployment has found that the air bag warning light was illuminated for a significant number of key-on cycles, and most of the reports indicate at least 256 key-on cycles.

The data also support the fact that many owners do heed the air bag warning lamp and bring their vehicles in for service. Ford identified 106 incidents where vehicles were brought in for service and the technician diagnosed a chafe on a clockspring jumper wire. Additionally, Ford identified 597 incidents where vehicles were brought in for service after the air bag warning lamp was illuminated and the clockspring was replaced, although these reports are not specific about the fault in the clockspring. These 703 reports demonstrate that most owners typically respond to an illuminated air bag warning light and have their vehicle diagnosed and repaired.

### Horn Plate Vehicles - Analysis of Reports

Ford's review of reports responsive to the agency's request on subject vehicles equipped with driver air bag modules incorporating the horn plate feature (Ford F-150, Lincoln Mark LT, and Lincoln Aviator) identified 73 incidents involving an allegation of an inadvertent driver frontal air bag deployment attributable to clockspring jumper wire chafing. With a production volume of 1,388,775, this equates to a low rate of approximately 0.053 R/1000 on subject Lincoln Aviator, Ford F-150, and Lincoln Mark LT vehicles produced prior to implementation of protective tape on the lower horn plate flange in January 2006. Further analysis of the data indicate that there are differences in incident rate between the three assembly plants that produced the F-150 and Mark LT vehicles in this timeframe. No reports attributable to wire chafe for vehicles produced at the Dearborn Assembly Plant were identified. The rate for vehicles produced at the Kansas City Assembly Plant is 0.024 R/1000. The rate for vehicles produced at the Norfolk Assembly Plant is 0.112 R/1000. Clearly vehicles produced at Norfolk Assembly Plant are exhibiting different performance. A closer review of Norfolk Assembly Plant reports indicates a majority of the alleged inadvertent driver air bag deployments occurred on vehicles produced from November 2004 through March 2005. Ford continues to investigate the possible causes for this difference. Even including reports of an inadvertent driver air bag deployment where the cause is unknown (category B1) for F-150, Mark LT and Aviator vehicles, the incident rate is still very low at 0.189 R/1000. As the agency is aware, mis-installed aftermarket electronic devices, damaged body wiring harnesses, or isolated RCM internal faults can also lead to inadvertent driver air bag deployments.

#### Horn Plate Vehicles - Injury Allegations

Ford has reviewed the types of injury allegations related to alleged inadvertent driver air bag deployment; the number of allegations is low and that the nature of any reported alleged injury is minor. Most customers have reported burns (abrasion due to contact with the driver air bag), bruises, neck and back pain, and minor cuts from the driver air bag cover. While it is difficult to determine the extent and severity of a person's injuries without professional detailed assessment based on medical records or a live interview, Ford's evaluation is based on the verbatims provided from MORS reports, indicating the injuries would most likely be consistent with an AIS-1 classification. Two customers reported broken or chipped teeth and two have reported fractures of the extremities (elbow or arm).

#### Horn Plate Vehicles - Accident Allegations

No new allegations of accident due to an inadvertent driver air bag deployment have been received. The only allegation of an accident was provided in Ford's response to PE09-046, and this report is ambiguous as to whether it relates to the alleged defect (MORS: Case # 639982248, VOQ: ODI # 10231592). In the report, the driver states that after the driver frontal air bag inadvertently deployed during startup, she abandoned the vehicle with the motor running and the transmission in gear, and allowed it to travel downhill until it ran into some trees. This behavior is atypical as compared with other drivers who have experienced an alleged unintended driver frontal air bag deployment.

#### Horn Plate Vehicles - Allegations of Inadvertent Deployment While Driving

Ford reviewed all category A1 reports and has identified three reports that allege the inadvertent driver frontal air bag deployed occurred "while driving down the road." These reports are not specific about the speed or circumstances when the deployment occurred. There are three additional reports where the alleged deployment occurred shortly after starting the truck while driving at low speeds in a parking lot. Ford also reviewed all category B1 reports (inadvertent driver air bag deployment with cause unknown) and has identified two reports that allege the deployment occurred either at highway speeds or on the highway and one that occurred at city street speeds. Of the 73 category A1 reports, only three reports indicate that they occurred while driving on a public road and none of these three incidents have an accident associated with the alleged deployment. Of the 187 category B1 reports, only three reports indicate that they occurred while driving on a public road, and none of these incidents had an accident associated with the alleged deployment. Based on our review, approximately 98% of the alleged deployments occur during initial start-up.

#### Summary

Ford's analysis of RCM data downloaded from vehicles that had experienced an inadvertent driver frontal air bag deployment indicates that a number of drivers who reported an event operated their vehicle with the air bag warning lamp illuminated for at least 256 key-on cycles (the maximum number stored in memory). The air bag warning lamp is required by FMVSS 208 as the effective means of informing an operator of the need for system service. Based on field investigations, the air bag warning lamp was most likely illuminated prior to many, if not all, of the alleged inadvertent driver frontal air bag deployments. Warranty data also show that the air bag warning lamp is effective in notifying owners of the need for service.

Ford's investigation into clockspring jumper wire chafe that resulted in an alleged inadvertent driver frontal air bag deployment on subject vehicles equipped with driver air bag modules incorporating the horn plate feature (Ford F-150, Lincoln Mark LT, and Lincoln Aviator) identified 73 incidents. With a production volume of 1,388,775, this equates to a low rate of approximately 0.053 R/1000 on Lincoln Aviators and Ford F-150 and Lincoln Mark LT vehicles



produced prior to implementation of protective tape on the lower horn plate flange in January 2006.

The data continue to support Ford's position that inadvertent driver frontal air bag deployment resulting from clockspring jumper wire chafing most often occurs at vehicle start-up (approximately 98%) and not while driving. Even including Lincoln Mark LT and Aviator vehicles added during this EA, Ford has identified only one "accident," and that resulted from vehicle abandonment, after an inadvertent driver air bag deployment.

The majority of drivers have not reported an injury associated with an alleged inadvertent driver frontal air bag deployment. Ford has reviewed the types of injury allegations related to alleged inadvertent driver air bag deployment. Most drivers alleging any type of injury reported burns (abrasion due to contact with the driver air bag), bruises, neck and back pain, and minor cuts from the driver air bag cover. While it is difficult to determine the extent and severity of a person's injuries without professional detailed assessment based on medical records or an interview, Ford's evaluation is based on the verbatim provided from MORS reports, indicating the injuries would most likely be consistent with an AIS-1 classification, minor injuries. Two customers reported broken or chipped teeth and only two reported fractures of the extremities (elbow or arm).

Ford continues to believe that, given the continuing low overall rate, minor nature, if any, alleged injuries, and the sufficient and obvious warning provided by the air bag warning lamp, this condition does not present an unreasonable risk to vehicle safety.

#### Vehicles Without Horn Plates

##### Ford Explorer / Mercury Mountaineer - Clockspring Assembly Overview

In its information request, the agency requested information regarding clockspring jumper wire chafing resulting in the illumination of the air bag light or the inadvertent deployment of the driver side frontal air bag on 2002 through 2005 model year Ford Explorers. The rationale was that these vehicles share a similar clockspring to that of the 2004 through 2006 model year Ford F-150 vehicles.

##### Ford Explorer / Mercury Mountaineer Vehicles

At the start of the 2002 model year (Job #1), Ford introduced refreshed Ford Explorer and Mercury Mountaineer vehicles equipped with the following safety related content: seat mounted side impact air bags, pretensioning buckles, two front crash severity sensors, and four side crash severity sensors. In the middle of the 2002 model year (Job #2 or 2002.5), Ford incorporated dual stage driver and passenger frontal air bags, driver seat track positioning detection, driver and passenger side safety canopy, and rollover sensing.

##### Ford Explorer / Mercury Mountaineer - Driver Air Bag Assembly Overview

Ford Explorer and Mercury Mountaineer vehicles produced for the first half of the 2002 model year (Job #1) are equipped with a single stage driver frontal air bag, while vehicles produced in the second half of the model year (Job #2) through 2005 model year are equipped with a dual stage driver frontal air bag. The 2002.5 model year driver frontal air bag module incorporates a different horn actuation technology from the Ford F-150. A Mylar switch is positioned within the air bag cover instead of using a horn plate design. As a result, there is no intermediate upper and lower horn plate assembly and the driver air bag mounts directly to the steering wheel armature on the Ford Explorer and Mercury Mountaineer vehicle lines.

### Ford Explorer / Mercury Mountaineer Restraint Control Module Overview

The 2002.5 through 2005 model year Ford Explorer and Mercury Mountaineer use the same ARM 400 family RCM. The 2004 through 2006 model year F-150 is also equipped with an ARM 400 family RCM but does not have provisions for side crash sensing, rollover sensing, or safety canopy. As a result, a similar diagnostic strategy confirms the supplemental restraint system is operating as designed by evaluating integrity of circuit impedance and circuit leakage before conducting the squib firing circuit test. In the event the system detects a fault, sets a DTC, and illuminates the air bag warning light. The system will continue to monitor the circuit until the ignition is turned off.

### Analysis of Reports

Ford's review of reports responsive to the agency's request on Explorer family vehicles equipped with driver frontal air bag modules that do not incorporate the horn plate feature (Ford Explorer and Mercury Mountaineer) identified seven reports alleging an inadvertent driver air bag deployment attributable to clockspring jumper wire chafing. With a production volume of 1,506,478, this equates to an extremely low rate of 0.005 R/1000 on subject Ford Explorer and Mercury Mountaineer vehicles. Even including 23 reports of an inadvertent driver air bag deployment where the cause is unknown (category B1), the incident rate continues to be very low at 0.020 R/1000.

Ford identified one allegation of injury as a result of the alleged defect on subject Ford Explorer and Mercury Mountaineer vehicles. This customer reported bruises and a laceration due to the inadvertent driver frontal air bag deployment. Ford reviewed and identified eight allegations of injury where the cause of the inadvertent driver air bag has not been identified. The extent of the alleged injuries can be summarized as bruising, temporary hearing loss, headaches, and lacerations. Ford had not identified any accidents resulting from an inadvertent driver air bag deployment on Ford Explorer and Mercury Mountaineer vehicles. However, Ford did identify 1,125 reports of the air bag warning light being illuminated due to unknown causes (category B2). Ford believes this is a result of the many new safety systems implemented on these vehicles and the many possibilities that exist for a fault to be set in the system, and not to driver side frontal air bag wiring chafe.

### Summary Explorer/Mountaineer

Ford's investigation into clockspring jumper wire chafe resulting in an alleged driver frontal air bag deployment on Ford Explorer and Mercury Mountaineer vehicles found an extremely low incident rate (0.005 R/1000). Ford has not identified any accidents attributable to the alleged defect. One Explorer driver reported bruising and a laceration from an alleged inadvertent driver frontal air bag deployment due to jumper wire chafing. While it is difficult to determine the extent and severity of a person's injuries without detailed medical records and based on the verbatim provided from MORS reports, the injuries would be consistent with an AIS-1 classification.

Therefore, Ford does not believe an unreasonable risk to safety exists for these vehicles given the low incident rate, absence of accident reports, and the one allegation of a minor injury.

Request 14

State within the body of the response letter a summary table, by make, model and model year the number of subject peer vehicles Ford has manufactured for sale or lease in the United States. Separately, for each subject peer vehicle manufactured to date by Ford, state the following:

- a. Vehicle identification number (VIN);
- b. Make;
- c. Model;
- d. Model Year;
- e. Date of manufacture (in "yyyy/mm/dd" date format);
- f. Date warranty coverage commenced (in "yyyy/mm/dd" date format); and
- g. The State in the United States where the vehicle was originally sold or leased (or delivered for sale or lease).

Provide the table in Microsoft Access 2007, or a compatible format, entitled "PRODDATA\_PEER.accdb" for each subject peer vehicle model. Multiple model vehicle data can be provided in separate tables within a single database file providing that the overall file size does not exceed 1GB.

Answer

Ford records indicate that the approximate total number of peer vehicles sold in the United States (the 50 states and the District of Columbia), protectorates, and territories (American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and Virgin Islands) is 526,283.

The number of peer vehicles sold in the United States by model and model year is shown in the following table.

Model	2004 MY	2005 MY	2006 MY	2007 MY
Ford F-150	Not Applicable	Not Applicable	Not Applicable	424,716
Lincoln Mark LT	Not Applicable	Not Applicable	Not Applicable	9,453
Lincoln Navigator	42,215	23,027	26,872	Not Applicable

The requested data for each subject vehicle is provided in Appendix N.

Request 15

State the number of each of the following reports, received by Ford, or of which Ford is otherwise aware, which relate to, or may relate to, the alleged problem condition occurring in the subject peer vehicles, categorized by model, model year, modifications:

- a. Consumer complaints, including those from fleet operators;
- b. Field reports, including dealer field reports;
- c. Reports involving a fire, crash, injury, or fatality, based on claims against the manufacturer involving a death or injury, notices received by the manufacturer alleging or proving that a death or injury was caused by a possible defect in a

- subject peer vehicle, property damage claims, consumer complaints, or field reports;
- d. Property damage claims; and
  - e. Third-party arbitration proceedings where Ford is or was a party to the arbitration; and
  - f. Lawsuits, both pending and closed, in which Ford is or was a defendant or codefendant.

For subparts "a" through "f," state within the body of the response letter a summary table containing the total number of each item (e.g., a. consumer complaints, b. field reports, etc.) separately. Multiple incidents involving the same vehicle are to be counted separately. Multiple reports of the same incident are also to be counted separately (i.e., a consumer complaint and a field report involving the same incident in which a crash occurred are to be counted as a crash report, a field report and a consumer complaint).

In addition, for items "c" through "f," provide a summary description of the alleged problem and causal and contributing factors and Ford's assessment of the problem, with a summary of the significant underlying facts and evidence. For items "e" and "f" identify the parties to the action, as well as the caption, court, docket number, and date on which the complaint or other document initiating the action was filed.

### Answer

For purposes of identifying reports of incidents that may be related to the alleged defect and any related documents, Ford has gathered "owner reports" and "field reports" maintained by Ford Customer Service Division (FCSD), and claim and lawsuit information maintained by Ford's Office of the General Counsel (OGC).

Descriptions of the FCSD owner and field report systems and the criteria used to search each of these are provided in Appendix B.

The following categorizations were used in the review of reports located in each of these searches:

Category	Allegation
A1	Clockspring jumper wiring chafe/short condition resulting in an inadvertent driver frontal air bag deployment
A2	Clockspring jumper wiring chafe/short condition resulting in an illumination of the air bag warning lamp
B1	Inadvertent driver frontal air bag deployment, cause not identified
B2	Air bag warning light illuminated, ambiguous cause
B3	Air bag warning light illuminated, clockspring replaced, cause not identified

We are providing electronic copies of reports categorized as "B" as "non-specific allegations" for your review because of the broad scope of the request. Based on our engineering judgment, the information in these reports is insufficient to support a determination that they pertain to the alleged defect.

Owner Reports: Records identified in a search of the Master Owner Relations Systems (MORS) database, as described in Appendix B, were reviewed for relevance and sorted in accordance with the categories described above. The number and copies of relevant owner reports identified in this search that may relate to the agency's investigation are provided in

the MORS III portion of the database contained in Appendix P. The categorization of each report is identified in the "Category" field.

When we were able to identify that responsive (i.e., not ambiguous) duplicate owner reports for an alleged incident were received, each of these duplicate reports was marked accordingly, and the group counted as one report. In other cases, certain vehicles may have experienced more than one incident and have more than one report associated with their VINs. These reports have been counted separately.

Owner Reports				Non-Duplicative Subcategories				
Vehicle	Category	Total Reports	Non-Duplicative Reports	Fire	Crash	Injury	Fatality	Property Damage
2007 Ford F-150	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	0	0	0	0	0	0	0
2007 Lincoln Mark LT	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	0	0	0	0	0	0	0
2004-2006 Lincoln Navigator	A1	4	2	0	0	2	0	0
	A2	0	0	0	0	0	0	0
	B1	11	4	0	0	2	0	0

Legal Contacts: Ford is providing, in Appendix B, a description of Legal Contacts and the activity that is responsible for this information. To the extent that responsive (i.e., not ambiguous) owner reports indicate that they are Legal Contacts, Ford has gathered the related files from the Office of General Counsel (OGC). Non-privileged documents for files that were located that are related to the responsive owner reports are provided in Appendix D. Ford notes that it was unable to locate three files.

Field Reports: Records identified in a search of the Common Quality Indicator System (CQIS) database, as described in Appendix B, were reviewed for relevance and sorted in accordance with the categories described above. The number and copies of relevant field reports identified in this search that may relate to the agency's investigation are provided in the CQIS portion of the database contained in Appendix P. The categorization of each report is identified in the "Category" field.

When we were able to identify that responsive duplicate field reports for an alleged incident were received, each of these duplicate reports was marked accordingly, and the group counted as one report. In other cases, certain vehicles may have experienced more than one incident and have more than one report associated with their VINs. These reports have been counted separately. In addition, field reports that are duplicative of owner reports are provided in Appendix P but are not included in the field report count.

Field Reports				Non-Duplicative Subcategories				
Vehicle	Category	Total Reports	Non-Duplicative Reports	Fire	Crash	Injury	Fatality	Property Damage
2007 Ford F-150	A1	1	1	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	0	0	0	0	0	0	0
2007 Lincoln Mark LT	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	0	0	0	0	0	0	0
2004-2006 Lincoln Navigator	A1	2	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	7	3	0	0	0	0	0

**Crash/Injury Incident Claims:** For purposes of identifying allegations of accidents or injuries that may have resulted from the alleged defect, Ford has reviewed responsive owner and field reports, and lawsuits and claims. A chart identifying potentially relevant allegations is being provided in Appendix Q. Copies of reports corresponding to these alleged incidents are provided in the MORS and CQIS portions of the database provided in Appendix P.

**Claims, Lawsuits, and Arbitrations:** For purposes of identifying incidents that may relate to the alleged defect, Ford has gathered claim and lawsuit information maintained by Ford's OGC. Ford's OGC is responsible for handling product liability lawsuits, claims, and consumer breach of warranty lawsuits and arbitrations against the Company.

Lawsuits and claims gathered in this manner were reviewed for relevance and sorted in accordance with the categories described above. Ford has also located other lawsuits, claims, or consumer breach of warranty lawsuits, each of which is ambiguous as to whether it meets the alleged defect criteria. We have included these lawsuits and claims as "non-specific allegations" for your review because of the broad scope of the request. Based on our engineering judgment, the information in these lawsuits and claims is insufficient to support a determination that they pertain to the alleged defect.

Lawsuits/Claims/Arbitrations				Non-Duplicative Subcategories				
Vehicle	Category	Total Reports	Non-Duplicative Reports	Fire	Crash	Injury	Fatality	Property Damage
2007 Ford F-150	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	0	0	0	0	0	0	0
2007 Lincoln Mark LT	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	0	0	0	0	0	0	0
2004-2006 Lincoln Navigator	A1	0	0	0	0	0	0	0
	A2	0	0	0	0	0	0	0
	B1	1	0	0	0	0	0	0

We are providing the requested detailed information, where available, on the responsive and ambiguous lawsuits and claims in our Log of Lawsuits and Claims, as Appendix R1. The number of relevant lawsuits and claims identified is also provided in this log. To the extent available, copies of complaints, first notices, or MORS reports relating to matters shown on the log are provided in Appendix R2. With regard to these lawsuits and claims, Ford has not undertaken to contact outside law firms to obtain additional documentation.

Request 16

Separately, for each item (complaint, report, claim, notice, or matter) within the scope of your response to Request No. 15, state the following information:

- a. Ford's file number or other identifier used;
- b. The category of the item, as identified in Request No.15 (i.e., a. consumer complaint, b. field report, f. lawsuits etc.);
- c. Vehicle owner or fleet name (and fleet contact person), address, and telephone number;
- d. Vehicle's VIN;
- e. Vehicle's make, model and model year;
- f. Vehicle's mileage at time of incident;
- g. Incident date (in "yyyy/mm/dd" date format);
- h. Report or claim date (in "yyyy/mm/dd" date format);
- i. Whether a fire or crash is alleged;
- j. Whether property damage is alleged;
- k. Number of alleged injuries, if any; and
- l. Number of alleged fatalities, if any.

Provide this summary in Microsoft 2007, or a compatible format, entitled "ORDATA\_PEER\_Model.accdb." Multiple model vehicle data can be provided in separate tables within a single database file providing the overall file size does not exceed 1GB.

Answer

Ford is providing owner and field reports in the database contained in Appendix P in response to Request 15. To the extent information sought in Request 16 is available for owner and field reports, it is provided in the database. To the extent information sought in Request 16 is available for lawsuits and claims, it is provided in the Log of Lawsuits and Claims as Appendix R1.

Request 17

Produce copies of all documents related to each item within the scope of Request No. 15. Organize the documents separately by category (i.e., a. consumer complaints, b. field reports, f. lawsuits etc.) and describe the method Ford used for organizing the documents.

Answer

Ford is providing owner and field reports in the database contained in Appendix P in response to Request 15. Copies of complaints, first notices, or MORS reports relating to matters shown on the Log of Lawsuits and Claims provided as Appendix R1, are provided in Appendix R2. To the extent information sought in Request 17 is available, it is provided in the referenced appendices.



Request 18

State within the body of the response letter a summary, by model, model year, modification, a total count for all of the following categories of claims, collectively, that have been paid by Ford to date that relate to, or may relate to, the alleged problem condition in the subject peer vehicles: warranty claims; extended warranty claims; claims for good will services that were provided; field, zone, or similar adjustments and reimbursements; and warranty claims or repairs made in accordance with a procedure specified in a technical service bulletin or customer satisfaction campaign.

Separately, for each such claim, state the following information:

- a. Ford's claim number;
- b. Vehicle owner or fleet name (and fleet contact person) and telephone number;
- c. VIN;
- d. Repair date (in "yyyy/mm/dd" date format);
- e. Vehicle mileage at time of repair;
- f. Repairing dealer's or facility's name, telephone number, city and state or ZIP code;
- g. Labor operation number;
- h. Problem code;
- i. Replacement part number(s) and description(s);
- j. Concern stated by customer; and
- k. Comment, if any, by dealer/technician relating to claim and/or repair; and
- l. Type of claim/issue (Air bag light illuminator or inadvertent deployment if not readily identifiable from the repair code or the part replacement fields).

Provide the detailed information in Microsoft Access 2007, or a compatible format, entitled "WRNTYDATA\_PEER\_Model.accdb." Multiple model vehicle data can be provided in separate tables within a single database file providing that the overall file size does not exceed 1GB.

Answer

Records identified in a search of the AWS database, as described in Appendix B, were reviewed for relevance and sorted in accordance with the categories described in the response to Request 18. The number and copies of relevant warranty claims identified in this search that may relate to the agency's investigation are provided in the AWS portion of the database contained in Appendix P. The categorization of each report is identified in the "Category" field.

When we were able to identify that duplicate claims for an alleged incident were received, each of these duplicate claims was marked accordingly and the group counted as one report. In other cases, certain vehicles may have experienced more than one incident and have more than one claim associated with their VINs. These claims have been counted separately. Warranty claims that are duplicative of owner and field reports are provided in Appendix P but are not included in the report count above.

Requests for "goodwill, field, or zone adjustments" received by Ford to date that relate to the alleged defect that were not honored, if any, would be included in the MORS reports identified

above in response to Request 18. Such claims that were honored are included in the warranty data provided. Ford assumes that providing the warranty claims in the electronic database format meets the requirements of this request because the agency can review or order the claims as desired.

Warranty Claims			
Vehicle	Category	Total Reports	Non-Duplicative Reports
2007 Ford F-150	A1	1	0
	A2	0	0
	B1	0	0
2007 Lincoln Mark LT	A1	0	0
	A2	0	0
	B1	0	0
2004-2006 Lincoln Navigator	A1	1	0
	A2	1	1
	B1	8	2

### Request 19

Describe in detail the search criteria used by Ford to identify the claims identified in response to Request No. 18, including the labor operations, problem codes, part numbers and any other pertinent parameters used. Provide a list of all labor operations, labor operation descriptions, problem codes, and problem code descriptions applicable to the alleged problem condition in the subject peer vehicles. State, by make and model year, the terms of the new vehicle warranty coverage offered by Ford on the subject peer vehicles (i.e., the number of months and mileage for which coverage is provided and the vehicle systems that are covered). Describe any extended warranty coverage option(s) that Ford offered for the subject peer vehicles and state by option, model, and model year, the number of vehicles that are covered under each such extended warranty.

### Answer

Detailed descriptions of the search criteria, including all pertinent parameters, used to identify the claims provided in response to Request 18 are described in Appendix B.

For Ford peer vehicles produced for the 2007 model year, the New Vehicle Limited Warranty, Bumper-to-Bumper Coverage begins at the warranty start date and lasts for three years or 36,000 miles, whichever occurs first. For Lincoln peer vehicles produced from 2004 through 2007 model years, the New Vehicle Limited Warranty, Bumper-to-Bumper Coverage begins at the warranty start date and lasts for four years or 50,000 miles, whichever occurs first.

Under the New Vehicle Limited Warranty, Safety Restraint Coverage for 2004 through 2006 model year Ford, Mercury, and Lincoln peer vehicles coverage begins at the warranty start date and lasts for five years or 50,000 miles, whichever occurs first. Beginning with the 2007 model year, the New Vehicle Limited Warranty Safety Restraint Coverage for the peer vehicles has been increased to five years or 60,000 miles, whichever occurs first.

Optional Extended Service Plans (ESPs) are available to cover various vehicle systems, time in service, and mileage increments. The details of the various plans are provided in Appendix G.

#### Request 20

Produce copies of all service, warranty, and other documents that relate to, or may relate to, the alleged problem condition in the subject peer vehicles, that Ford has issued to any dealers, regional or zone offices, field offices, fleet purchasers, or other entities. This includes, but is not limited to, bulletins, advisories, informational documents, training documents, or other documents or communications, with the exception of standard shop manuals. Also include the latest draft copy of any communication that Ford is planning to issue within the next 120 days.

#### Answer

For purposes of identifying communications to dealers, zone offices, or field offices pertaining, at least in part, to a clockspring jumper wiring chafe/short condition resulting in an inadvertent driver frontal air bag deployment or illumination of the air bag warning light, Ford has reviewed the following FCSD databases and files: The On-Line Automotive Service Information System (OASIS) containing Technical Service Bulletins (TSBs) and Special Service Messages (SSMs), Internal Service Messages (ISMs) contained in CQIS, and Field Review Committee (FRC) files. We assume this request does not seek information related to electronic communications between Ford and its dealers regarding the order, delivery, or payment for replacement parts, so we have not included these kinds of information in our answer.

A description of Ford's OASIS messages, ISMs, and the Field Review Committee files and the search criteria used are provided in Appendix B.

OASIS Messages: Ford has not identified any SSMs or TSBs that may relate to the alleged defect in the peer vehicles.

Internal Service Messages: Ford has not identified any ISMs that may relate to the alleged defect in the peer vehicles.

Field Review Committee: Ford has not identified any field service action communications that may relate to the alleged defect in the peer vehicles.

Ford is not aware of any forthcoming communications related to the alleged defect in the peer vehicles.

#### Request 21

Describe all modifications or changes made by, or on behalf of, Ford in the design, material composition, manufacture, quality control, supply, or installation of the subject component, from the start of production to date, which relate to, or may relate to, the

alleged defect in the subject peer vehicles. For each such modification or change, provide the following information:

- a. The date or approximate date on which the modification or change was incorporated into vehicle production;
- b. A detailed description of the modification or change;
- c. The reason(s) for the modification or change;
- d. The part numbers (service and engineering) of the original component;
- e. The part number (service and engineering) of the modified component;
- f. Whether the original unmodified component was withdrawn from production and/or sale, and if so, when;
- g. When the modified component was made available as a service component; and
- h. Whether the modified component can be interchanged with earlier production components.

Also, provide the above information for any modification or change that Ford is aware of which may be incorporated into vehicle production within the next 120 days.

#### Answer

A table of the requested information is provided in Appendix K.

Ford is not aware of any forthcoming modifications related to the subject components in the peer vehicles.

#### Request 22

Produce the following air bag information for each subject peer vehicle model. Identify design modifications (if applicable) within the MY range, categorized by make and model:

- a. Make, model, and model year (and modification if applicable) of the subject vehicle;
- b. Engineering Part Number of the clockspring Assembly
- c. Start and end date (mm/yy) of each model or modification of clockspring assembly;
- d. Engineering Part Number of the driver air bag module
- e. Describe the orientation of the clockspring jumper wires in relation to each other as it exits from the air bag module (i.e. "0° angle", "90° angle" or "180° angle" (or specify the angle/configuration)) as viewed from the rear of the air bag/horn assembly with the steering wheel in the upright manner);
- f. Photograph or diagram illustrating the routing of the clockspring jumper wires as it exits from the air bag module/lower horn plate cutout (as viewed from the rear of the air bag/horn assembly with the steering wheel in an upright manner);
- g. Side view photograph or diagram illustrating the clockspring wire routing in relation to the air bag module, air bag lower horn plate and the clockspring assembly (as viewed from the driver side of the vehicle looking inward into the vehicle).

#### Answer

Ford's response for subparts "a" through "e" are contained in the response to Request 9. Ford's response for subparts "f" and "g" are provided in Appendix L.

Request 23

Provide the supplier name, part name, engineering and service part numbers for the driver air bag, air bag/horn plate assembly and the clockspring assembly (including the jumper connection wire) for each subject peer vehicle. Please provide a complete street address, contact name, and telephone number for each supplier identified. Also provide the name and contact for the Tier 1 restraint system suppliers.

Answer

Ford's response to Request 23 is provided in Appendix M.

# # #

EA10-001

FORD

05/14/2010

Appendix B

## Inadvertent Driver Air Bag Deployment

### **OWNER REPORTS**

As the agency is aware, within FCSD's North American Customer Service Operations, there is a Customer Relationship Center (CRC) that is responsible for facilitating communication between customers, dealerships and Ford Motor Company. Among other things, the CRC handles telephonic, electronic, and written inquiries, suggestions, informational requests, and concerns ("contacts") from Ford and Lincoln-Mercury vehicle owners about their vehicles or sales and service experience. The contacts are handled by CRC customer service representatives who enter a summary of the customer contact into a database known as CuDL (Customer Data Link). Certain contacts, such as letters from customers, are entered into the CuDL database. Those that were entered into the earlier MORS II system were also microfilmed. More recently, the records in MORS III/CuDL are imaged and stored electronically.

The CRC assigns to each vehicle-related contact report a "symptom code" or category that generally characterizes the nature of the customer contact or vehicle concern, as described by the owner. The CRC does not undertake to confirm the accuracy of the description provided by the owner; they simply record what is reported. Therefore, given the complexity of the modern motor vehicle, it is Ford's experience that a significant percentage of owner contacts do not contain sufficient information to make a technical assessment of the condition of the vehicle or the cause of the event reported. Accordingly, although MORS contact reports may be useful in identifying potential problems and trends, the records are not the empirical equivalent of confirmed incidents and/or dealership's diagnosis. In the interest of responding promptly to this inquiry, Ford has not undertaken to gather the electronic images related to these contacts because of the largely duplicative nature of the information contained in the images, as well as the time and the burden associated with locating and producing those documents. The pertinent information related to those contacts generally would be included in the contact reports obtained from the CuDL system. To the extent that those documents exist, they are characterized in the comments of MORS III contact reports. Upon request, Ford will attempt to locate any specific items that are of interest to the agency.

In responding to this information request, Ford electronically searched CuDL using the following criteria based on the agency's definition of subject and peer vehicles:

Model Years	Subject Vehicles	Date Parameters
2004 – 2006	Ford F-150	January 1, 2003 – March 23, 2010
2004 – 2006	Lincoln Mark LT	January 1, 2003 – March 23, 2010
2002 – 2005	Ford Explorer	January 1, 2001 – March 23, 2010
2002 – 2005	Mercury Mountaineer	January 1, 2001 – March 23, 2010
2003 – 2004	Lincoln Aviator	January 1, 2002 – March 23, 2010
Model Years	Peer Vehicles	Date Parameters
2007	Ford F-150	January 1, 2006 – March 23, 2010
2007	Lincoln Mark LT	January 1, 2006 – March 23, 2010
2004 - 2006	Lincoln Navigator	January 1, 2003 – March 23, 2010

Ford Explorer and Mercury Mountaineer vehicles equipped with 2-Stage driver bags were identified by eliminating all reports whose VOC Position 062 did not equal "B".



Criteria applies for vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Types of Contacts: All, including suspended data, canceled contacts and inquiries.

MORS III Symptom Code(s):

Symptom Category	Symptom Code	Symptom Description
Restraints	104000	Other
Restraints	104400	Air Bag System
Restraints	104450	Air Bag System Function
Restraints	104457	Air Bag System Deployment
Restraints	104498	Air Bag System Indicator

MORS III Reason Code(s):

Reason Code	Description
07	Legal
10	New Legal

### **LEGAL CONTACTS**

Beginning in early 2008, most consumer complaints and all legal claim processing has been centralized in OGC within the Consumer Litigation team. A transition has occurred such that all legal contacts (including those formerly handled by "Litigation Prevention") are coordinated through this team.

Prior to the transition, there was a Consumer Affairs Department within FCSD that managed customer concerns, which could not be resolved by the Customer Relationship Center (CRC). Among other things, the Consumer Affairs Department had a section, known as "Litigation Prevention," that handled a variety of informal (i.e., non-litigation) claims, such as property damage claims or attorney demand claims.

The Litigation Prevention section had been centralized in the Consumer Affairs Department since 1995, in Dearborn, Michigan. Prior to that time, Litigation Prevention personnel operated on a regional basis. For matters that the Litigation Prevention section handled, there were typically paper files that reflected the handling, investigation and resolution of property damage claims.

The claims, known as "Legal Contacts" are entered into the CuDL database that the CRC uses to enter other customer communications. When a customer contact is designated as a Legal Contact, it is so indicated near the top of the contact report.

### **FIELD REPORTS**

Within FCSD, there is a Vehicle Service & Programs Office that has overall responsibility for vehicle service and technical support activities, including the administration of field actions. That Office is the primary source within Ford of vehicle concern information originating from Ford and Lincoln-Mercury dealerships, field personnel, and other sources. The information is maintained in a database known as the Common Quality Indicator System (CQIS). The CQIS

database includes reports compiled from more than 40 Company sources (e.g., Company-owned vehicle surveys, service technicians, field service and quality engineers, and technical hot line reports, etc.) providing what is intended to be a comprehensive concern identification resource. As with MORS contact reports, CQIS reports are assigned a "symptom code" or category that generally reflects the nature of the concern.

In responding to this information request, Ford electronically searched CQIS using the following criteria based on the agency's definition of subject and peer vehicles:

Model Years	Subject Vehicles	Date Parameters
2004 – 2006	Ford F-150	January 1, 2003 – March 23, 2010
2004 – 2006	Lincoln Mark LT	January 1, 2003 – March 23, 2010
2002 – 2005	Ford Explorer	January 1, 2001 – March 23, 2010
2002 – 2005	Mercury Mountaineer	January 1, 2001 – March 23, 2010
2003 – 2004	Lincoln Aviator	January 1, 2002 – March 23, 2010
Model Years	Peer Vehicles	Date Parameters
2007	Ford F-150	January 1, 2006 – March 23, 2010
2007	Lincoln Mark LT	January 1, 2006 – March 23, 2010
2004 - 2006	Lincoln Navigator	January 1, 2003 – March 23, 2010

Ford Explorer and Mercury Mountaineer vehicles equipped with 2-Stage driver bags were identified by eliminating all reports whose VOC Position 062 did not equal "B".

Criteria applies for vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Types of Contacts: All, including suspended data, canceled contacts and inquiries.

Symptom Code(s):

Symptom Category	Symptom Code	Symptom Description
Restraints	104000	Other
Restraints	104400	Air Bag System
Restraints	104450	Air Bag System Function
Restraints	104457	Air Bag System Deployment
Restraints	104498	Air Bag System Indicator

### **OASIS MESSAGES**

FCSD is responsible for communicating a variety of vehicle and service information, such as warranty information for up to the past 360 days, Extended Service Plan part coverage information, and technical repair information, to North American Ford and Lincoln-Mercury dealers. This information is communicated primarily through OASIS, which serves as an electronic link between Ford Motor Company and the dealers. OASIS covers all North American Ford and Lincoln-Mercury cars and light trucks, and medium and heavy-duty Ford trucks, for the ten most current model years. Technical diagnostic and repair information on OASIS is contained in Special Service Messages (SSMs) and Technical Service Bulletin (TSBs) titles and brief summaries. It should be noted that dealers cannot access brief summaries.

SSMs and TSB titles are coded in OASIS by model year and vehicle line, and may be coded to other specific vehicle attributes (body style, engine code, or vehicle identification number) and one or more OASIS Service Code(s). The dealers with access to OASIS usually search for information on the database by entering a VIN and the applicable Service Codes. SSMs and TSB titles that become inactive or superseded continue to be accessible by Ford employees, but no longer are accessible by the dealers. Dealers also are able to determine the recalls applicable to a particular vehicle by searching a particular VIN in OASIS. Recall information available on OASIS cannot be searched by Service Codes.

In 1998, the OASIS system was upgraded from the "OASIS 2" system to the new "Global OASIS." At that time, OASIS 2 was removed from service and is no longer used to communicate with dealers. During the upgrade, inactive information (such as inactive SSMs or superseded TSB titles) was not transferred to Global OASIS.

In responding to this information request, Ford electronically searched OASIS using the following criteria based on the agency's definition of subject and peer vehicles:

Model Years	Subject Vehicles	Date Parameters
2004 – 2006	Ford F-150	January 1, 2003 – March 23, 2010
2004 – 2006	Lincoln Mark LT	January 1, 2003 – March 23, 2010
2002 – 2005	Ford Explorer	January 1, 2001 – March 23, 2010
2002 – 2005	Mercury Mountaineer	January 1, 2001 – March 23, 2010
2003 – 2004	Lincoln Aviator	January 1, 2002 – March 23, 2010
Model Years	Peer Vehicles	Date Parameters
2007	Ford F-150	January 1, 2006 – March 23, 2010
2007	Lincoln Mark LT	January 1, 2006 – March 23, 2010
2004 - 2006	Lincoln Navigator	January 1, 2003 – March 23, 2010

Ford Explorer and Mercury Mountaineer vehicles equipped with 2-Stage driver bags were identified by eliminating all reports whose VOC Position 062 did not equal "B".

Criteria applies for vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Types of Contacts: All, including suspended data, canceled contacts and inquiries.

OASIS Service Code(s):

Symptom Category	Symptom Code	Symptom Description
Restraints	104000	Other
Restraints	104400	Air Bag System
Restraints	104450	Air Bag System Function
Restraints	104457	Air Bag System Deployment
Restraints	104498	Air Bag System Indicator

OASIS 2 and Global OASIS are not capable of performing electronic word searches, so the search results are reviewed manually to determine their applicability to the alleged defect in the subject vehicles.

The OASIS database also contains Broadcast Messages. Typically, these messages are directed to all dealerships and either are notifications of new SSMs/TSBs, or announcements with non-technical information (for example, "the Dealer Hotline will be closed today"). Broadcast Messages cannot be searched by OASIS service codes, and can be retrieved only while active (approximately 2 to 4 days). Ford has not undertaken to search for Broadcast Messages because Ford expects that any responsive information obtained with such a search generally would be non-substantive in nature or duplicative of the information obtained with the TSB title and SSM search described above.

### **INTERNAL SERVICE MESSAGES**

FCSD, as part of its technical support activities, maintains fleet and technical telephone "hotlines." During the early stages of Ford's efforts to identify and resolve potential vehicle concerns, hotline personnel may draft Internal Service Messages (ISMs) on CQIS for their internal use. The ISMs are assigned a CQIS "symptom code" or category that generally reflects the nature of the concern. An ISM can form the basis for an oral response over the technical hotline to an inquiry from an individual dealer or fleet technician. The ISMs, however, are not made available electronically to fleets and dealers. Therefore, although ISMs are not "issued" to dealers like OASIS messages, Ford is construing this request broadly to include ISMs that may be related to the alleged defect in the subject vehicles.

In responding to this information request, Ford electronically searched CQIS for active ISMs using the following criteria based on the agency's definition of subject and peer vehicles:

Model Years	Subject Vehicles	Date Parameters
2004 – 2006	Ford F-150	January 1, 2003 – March 23, 2010
2004 – 2006	Lincoln Mark LT	January 1, 2003 – March 23, 2010
2002 – 2005	Ford Explorer	January 1, 2001 – March 23, 2010
2002 – 2005	Mercury Mountaineer	January 1, 2001 – March 23, 2010
2003 – 2004	Lincoln Aviator	January 1, 2002 – March 23, 2010
Model Years	Peer Vehicles	Date Parameters
2007	Ford F-150	January 1, 2006 – March 23, 2010
2007	Lincoln Mark LT	January 1, 2006 – March 23, 2010
2004 - 2006	Lincoln Navigator	January 1, 2003 – March 23, 2010

Ford Explorer and Mercury Mountaineer vehicles equipped with 2-Stage driver bags were identified by eliminating all reports whose VOC Position 062 did not equal "B".

Criteria applies for vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Types of Contacts: All, including suspended data, canceled contacts and inquiries.

CQIS Symptom Code(s):

Symptom Category	Symptom Code	Symptom Description
Restraints	104000	Other
Restraints	104400	Air Bag System
Restraints	104450	Air Bag System Function
Restraints	104457	Air Bag System Deployment
Restraints	104498	Air Bag System Indicator

The CQIS database in which the ISMs reside is not capable of performing word searches, so the search results were reviewed manually to determine their applicability to the alleged defect in the subject vehicles.

### **FIELD REVIEW COMMITTEE**

Ford's Field Review Committee reviews all potential field service actions, including safety recalls and customer satisfaction programs, and recommends appropriate actions to corporate management. A Vehicle Service & Programs representative serves as Secretary to the Field Review Committee. Following approval of a field service action, the Vehicle Service & Programs Office prepares and launches the action. A representative copy of the communication to Ford's dealers, fleets, and Regional offices announcing the field service action is maintained in the Field Review Committee files.

### **WARRANTY**

Ford's Analytical Warranty System (AWS) contains warranty claims and vehicle information for model years 1991 and forward for North America, and model years 1992 and forward for Europe.

In responding to this information request, Ford electronically searched AWS using the following criteria based on the agency's definition of subject and peer vehicles:

Model Years	Subject Vehicles	Date Parameters
2004 – 2006	Ford F-150	January 1, 2003 – March 23, 2010
2004 – 2006	Lincoln Mark LT	January 1, 2003 – March 23, 2010
2002 – 2005	Ford Explorer	January 1, 2001 – March 23, 2010
2002 – 2005	Mercury Mountaineer	January 1, 2001 – March 23, 2010
2003 – 2004	Lincoln Aviator	January 1, 2002 – March 23, 2010
Model Years	Peer Vehicles	Date Parameters
2007	Ford F-150	January 1, 2006 – March 23, 2010
2007	Lincoln Mark LT	January 1, 2006 – March 23, 2010
2004 - 2006	Lincoln Navigator	January 1, 2003 – March 23, 2010

Ford Explorer and Mercury Mountaineer vehicles equipped with 2-Stage driver bags were identified by eliminating all reports whose VOC Position 062 did not equal "B".

Criteria applies for vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

### **Part Numbers (Reported)**

Vehicle	Driver Air Bag Base Part Number	Clockspring Base Part Number
Ford F-150	15043B13	14A664
Lincoln Mark LT	15043B13	14A664
Ford Explorer	78043B13	14A664
Mercury Mountaineer	78043B13	14A664
Lincoln Aviator	78043B13	14A664
Lincoln Navigator	78043B13	14A664

Customer Concern Code(s):

CCC	Description
S38	Air bag (SRS) troubles
S39	Air bag warning light troubles
S40	Other restraint troubles

**DIAGNOSTIC TROUBLE CODES**

Ford's service technicians use Diagnostic Trouble Codes (DTCs) and Lamp Fault Codes (LFCs) from the restraints control module to aid in addressing customer concerns relating to the restraint system.

**F-150 Restraints Control Module (RCM) Diagnostic Trouble Code (DTC) Table**

DTC <sup>a</sup>	LFC <sup>b</sup>	Description
—	Continuous	The Air Bag Warning Indicator is Illuminated Continuously — RCM Disconnected or Inoperative, Loss of Battery Feed or Loss of Signal Ground
B1231	13	Crash Data Memory Full
B1317	Continuous	Battery Voltage High
B1318	Continuous	Battery Voltage Low
B1342	12	RCM Is Faulted
B1869	NONE  Continuous lamp  Secondary air bag warning sounds if another fault is present	Air Bag Warning Indicator Circuit Open or Short to Ground
B1870	NONE  Secondary air bag warning sounds if another fault is present	Air Bag Warning Indicator Circuit Short to Battery
B1884	18	PAD Warning Lamp Circuit Failure
B1890	18	PAD Warning Lamp Circuit Short to Battery
B1891	53	Air Bag Tone Warning Indicator Circuit Short to Battery
B1892	53	Air Bag Tone Warning Indicator Circuit Short to Ground or Open
B1921	14	Air Bag Diagnostic Monitor Ground Circuit Open
B2290	16	Occupant Classification System Fault
B2292	33	Restraint System — Safety Belt Pretensioner Fault (Driver Pretensioner Circuit Fault)
B2292	34	Restraint System — Safety Belt Pretensioner Fault (Passenger Pretensioner Circuit Fault)
B2293	19	Restraint System — Air Bag Fault (Driver Front Air Bag Circuit Fault)
B2293	21	Restraint System — Air Bag Fault (Passenger Front Air Bag Circuit Fault)
B2296	42	Restraint System — Impact Sensor Fault (Front Impact Severity Sensor Circuit Fault)

DTC <sup>a</sup>	LFC <sup>b</sup>	Description
B2434	51	Driver Safety Belt Buckle Switch Circuit Short to Ground
B2435	51	Driver Safety Belt Buckle Switch Circuit Resistance Out of Range
B2438	52	Passenger Safety Belt Buckle Switch Circuit Short to Ground
B2439	52	Passenger Safety Belt Buckle Switch Circuit Resistance Out of Range
B2477	Continuous	Module Configuration Error
B2691	51	Driver Safety Belt Buckle Switch Circuit Fault
B2692	52	Passenger Safety Belt Buckle Switch Circuit Fault
B2909	16	Belt Tension Sensor Fault
C1414	15	Incorrect Module Design Level
C1947	49	Driver Seat Track Position Sensor Circuit Short to Ground
C1948	49	Driver Seat Track Position Sensor Circuit Resistance Out of Range
C1981	49	Driver Seat Track Position Sensor Circuit Fault
—	—	No Communication with the Restraints Control Module.

<sup>a</sup> DTC: Diagnostic trouble code, retrieved using diagnostic tool.

<sup>b</sup> LFC: Lamp fault code, flashed on air bag indicator.

#### Explorer Restraints Control Module (RCM) Diagnostic Trouble Code (DTC) Table

DTC <sup>a</sup>	LFC <sup>b</sup>	Description
—	Continuous	The Air Bag Indicator is Illuminated Continuously, RCM Disconnected or Inoperative, Loss of Battery Feed, or Loss of Signal Ground
B1231	13	Crash Data Memory Full
B1317	Continuous	Battery Voltage High
B1318	Continuous	Battery Voltage Low
B1342	12	RCM Is Faulted
B1869	NONE  Continuous lamp  Secondary air bag warning sounds if another fault is present	Lamp Air Bag Warning Indicator Circuit Open or Short to Ground
B1870	NONE  Secondary air bag warning sounds if another fault is present	Air Bag Warning Indicator Circuit Short to Battery
B1891	53	Air Bag Tone Warning Indicator Circuit Short to Battery
B1892	53	Air Bag Tone Warning Indicator Circuit Open or Shorted to Ground
B1921	14	Air Bag Diagnostic Monitor Ground Circuit Open
B2292	33	Restraint System — Safety Belt Pretensioner Status (Driver Pretensioner Circuit Fault)
B2292	34	Restraint System — Safety Belt Pretensioner Status (Passenger Pretensioner Circuit Fault)

DTC <sup>a</sup>	LFC <sup>b</sup>	Description
B2293	19	Restraint System — Air Bag Status (Driver Front Air Bag Circuit Fault)
B2293	21	Restraint System — Air Bag Status (Passenger Front Air Bag Circuit Fault)
B2294	24	Restraint System — Safety Canopy Module Status (Driver Side Safety Canopy Circuit Fault)
B2294	25	Restraint System — Safety Canopy Module Status (Passenger Side Safety Canopy Circuit Fault)
B2296	42	Restraint System — Impact Sensor Status (Front Impact Severity Sensor Circuit Fault)
B2296	43	Restraint System — Impact Sensor Status (Driver Side Front Row Impact Sensor Circuit Fault)
B2296	45	Restraint System — Impact Sensor Status (Driver Side Second Row Impact Sensor Circuit Fault)
B2296	44	Restraint System — Impact Sensor Status (Passenger Side Front Row Impact Sensor Circuit Fault)
B2296	46	Restraint System — Impact Sensor Status (Passenger Side Second Row Impact Sensor Circuit Fault)
B2691	51	Driver Safety Belt Buckle Switch Circuit Fault
B2434	51	Driver Safety Belt Buckle Switch Circuit Short To Ground
B2435	51	Driver Safety Belt Buckle Switch Circuit Resistance Out Of Range
B2692	52	Passenger Safety Belt Buckle Switch Circuit Fault
B2438	52	Passenger Safety Belt Buckle Switch Circuit Short to Ground
B2439	52	Passenger Safety Belt Buckle Switch Circuit Resistance Out of Range
B2477	Continuous	Module Configuration Error
C1414	15	Incorrect Vehicle ID
C1947	49	Seat Track Position Sensor Circuit Short to Ground
C1948	49	Seat Track Position Sensor Circuit Resistance Out of Range
C1981	49	Seat Track Position Sensor Circuit Fault
—	—	No communication with the restraints control module (RCM).

<sup>a</sup> DTC: Diagnostic trouble code, retrieved using scan tool.

<sup>b</sup> LFC: Lamp fault code, flashed on air bag indicator.



**Navigator Restraints Control Module (RCM) Diagnostic Trouble Code (DTC) Table**

DTC <sup>a</sup>	LFC <sup>b</sup>	Description
—	Continuous	The Air Bag Indicator is Illuminated Continuously, RCM Disconnected or Inoperative, Loss of Battery Feed, or Loss of Signal Ground
B1231	13	Crash Data Memory Full
B1317	Continuous	Battery Voltage High
B1318	Continuous	Battery Voltage Low
B1342	12	RCM Is Faulted
B1869	NONE  Continuous lamp  Secondary air bag warning sounds if another fault is present	Lamp Air Bag Warning Indicator Circuit Open or Short to Ground
B1870	NONE  Secondary air bag warning sounds if another fault is present	Air Bag Warning Indicator Circuit Short to Battery
B1891	53	Air Bag Tone Warning Indicator Circuit Short to Battery
B1892	53	Air Bag Tone Warning Indicator Circuit Open or Shorted to Ground
B1921	14	Air Bag Diagnostic Monitor Ground Circuit Open
B2292	33	Restraint System — Safety Belt Pretensioner Status (Driver Pretensioner Circuit Fault)
B2292	34	Restraint System — Safety Belt Pretensioner Status (Passenger Pretensioner Circuit Fault)
B2293	19	Restraint System — Air Bag Status (Driver Front Air Bag Circuit Fault)
B2293	21	Restraint System — Air Bag Status (Passenger Front Air Bag Circuit Fault)
B2294	24	Restraint System — Safety Canopy Module Status (Driver Side Safety Canopy Circuit Fault)
B2294	25	Restraint System — Safety Canopy Module Status (Passenger Side Safety Canopy Circuit Fault)
B2296	42	Restraint System — Impact Sensor Status (Front Impact Severity Sensor Circuit Fault)
B2296	43	Restraint System — Impact Sensor Status (Driver Side Front Row Impact Sensor Circuit Fault)
B2296	45	Restraint System — Impact Sensor Status (Driver Side Second Row Impact Sensor Circuit Fault)
B2296	44	Restraint System — Impact Sensor Status (Passenger Side Front Row Impact Sensor Circuit Fault)
B2296	46	Restraint System — Impact Sensor Status (Passenger Side Second Row Impact Sensor Circuit Fault)
B2691	51	Driver Safety Belt Buckle Switch Circuit Fault
B2434	51	Driver Safety Belt Buckle Switch Circuit Short To Ground
B2435	51	Driver Safety Belt Buckle Switch Circuit Resistance Out Of Range

DTC <sup>a</sup>	LFC <sup>b</sup>	Description
B2692	52	Passenger Safety Belt Buckle Switch Circuit Fault
B2438	52	Passenger Safety Belt Buckle Switch Circuit Short To Ground
B2439	52	Passenger Safety Belt Buckle Switch Circuit Resistance Out Of Range
B2477	Continuous	Module Configuration Error
C1414	15	Incorrect Vehicle ID
C1947	49	Seat Track Position Sensor Circuit Short to Ground
C1948	49	Seat Track Position Sensor Circuit Resistance Out Of Range
C1981	49	Seat Track Position Sensor Circuit Fault
—	—	No Communication with the restraints control module.

<sup>a</sup> DTC: Diagnostic trouble code, retrieved using scan tool.

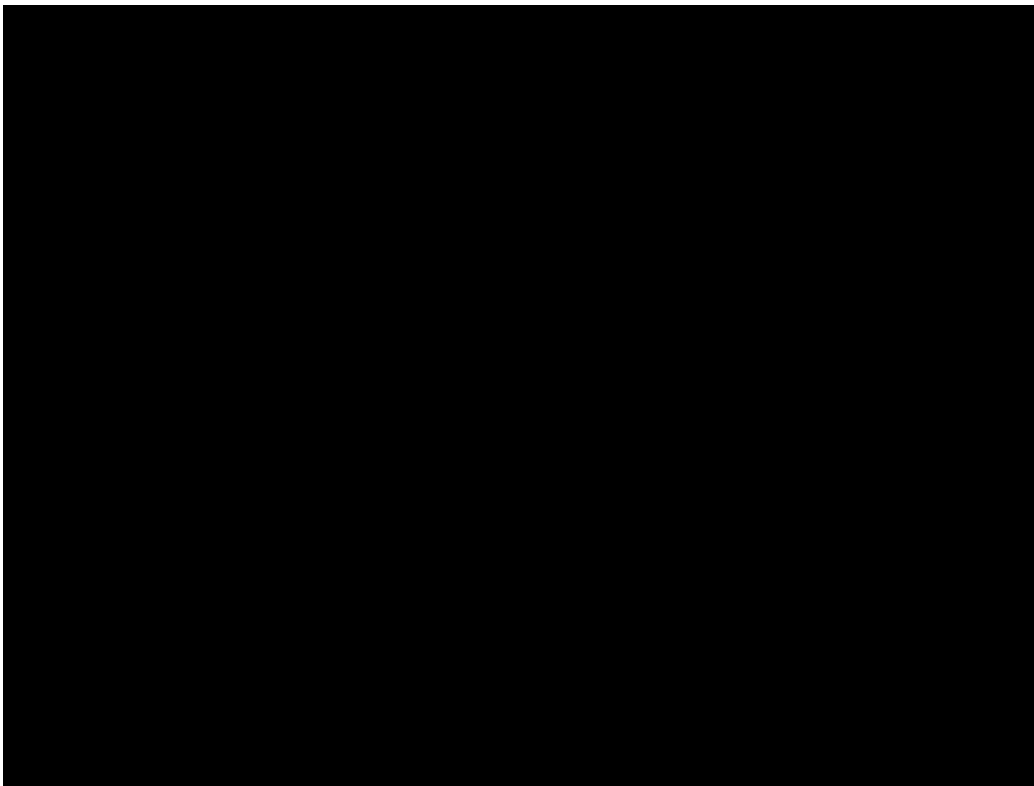
<sup>b</sup> LFC: Lamp fault code, flashed on air bag indicator.

EA10-001

FORD

05/14/2010

Appendix D



**Westbrook, Jessica (J.E.)**

1659611829

**From:** Hull, Michelle (M.K.)  
**Sent:** Thursday, July 16, 2009 3:09 PM  
**To:** Westbrook, Jessica (J.E.)  
**Subject:** FW: Dealer Request For Consumer Affairs Review

Please open and assign to me. Thanks

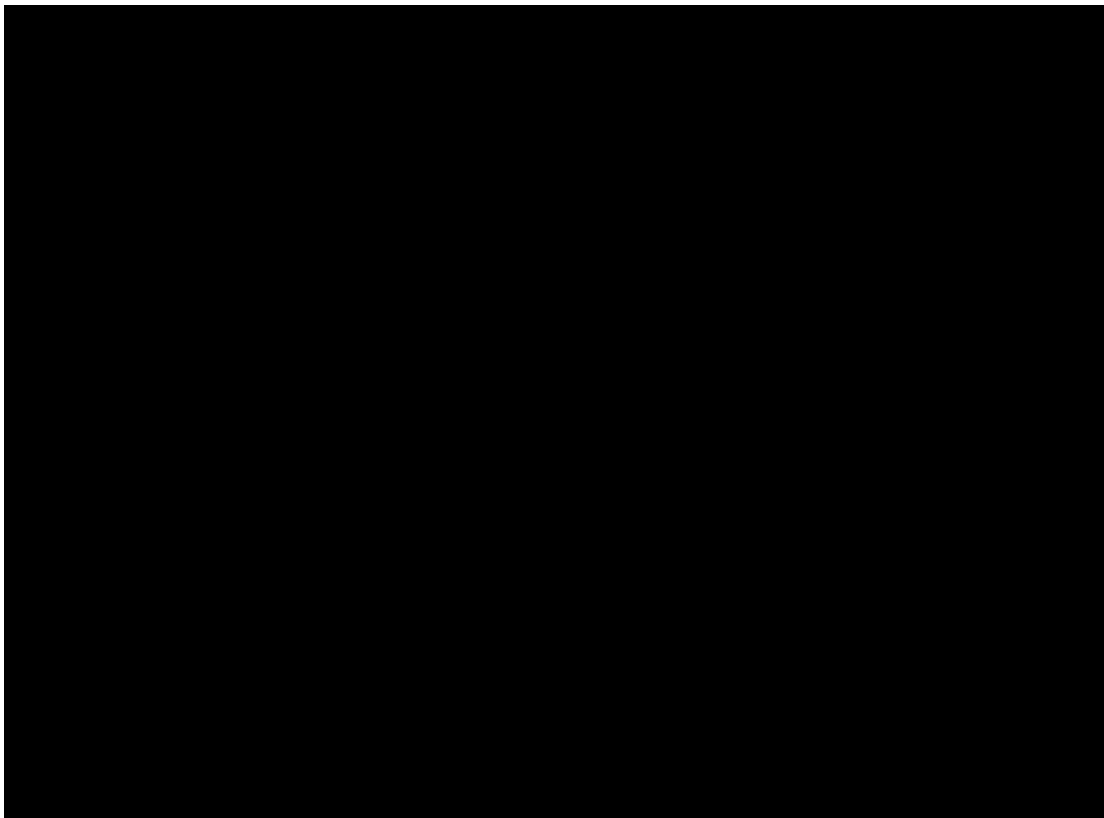
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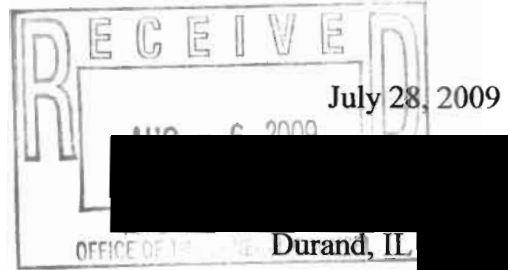
**From:** dcpform@ford.com [mailto:dcpform@ford.com]  
**Sent:** Monday, July 06, 2009 11:38 AM  
**To:** Ordcalp, F (F.)  
**Subject:** Dealer Request For Consumer Affairs Review

### Dealer Request For Consumer Affairs Review - All Regions

**Dealership Name:** Landers FLM  
**Requesting Dealer:** Landers FLM  
**Contact Person:** Steve McDaniel  
**Telephone:** 9018543673  
**Email Address:** smcdaniel@landersmemphis.com  
**PA Code:** 03820  
**Region:** Memphis  
**City:** Memphis  
**Dealer State:** TN  
**Fax Number:** 901-854-3694  
**WSD:** 03-25-2005  
**Vehicle Year:** 2005  
**Vehicle Model:** F-150  
**Vehicle VIN:** 1FTRW12W55K [REDACTED]  
**Mileage:** 51470  
**Customer Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** Lakeland  
**State:** Tennessee  
**Zip Code:** [REDACTED]  
**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]  
**Customer Region:** C3 - Memphis  
**Date of Incident:** 07/03/2009  
**County in which incident occurred:** Shelby  
**Is Alleging Defect:** Yes  
**Police Report Filed:** Yes  
**Insurance Company Contacted:** Y  
**Coach Builder State:** AK - Alaska  
**Resolution Sought Detail:** Customer states driver side air bag deployed when he cranked the vehicle. Seeking full payment by Ford to repair the vehicle.  
**Comments:** Dealer has inspected the vehicle and can find no damage or evidence of impact to the vehicle.

7/17/2009





Ford Motor Company  
Product Claims Department  
P.O. Box 70  
Dearborn, Michigan 48121-0070  
Attention: Alma Taylor, Product Claims

RECEIVED  
AUG 05 2009

Dear Ms. Taylor,

On the morning of June 22, 2009, I went out to start my Truck in my driveway to go to work. I turned the key and started the truck, fastened my seat belt, put some paperwork in the center console with my left hand and closed the lid. As I was returning my left hand to the steering wheel, the airbag deployed causing lacerations to my left hand. The truck was never put into drive.

I shut off the truck and came back into the house with my hand bleeding. My wife took me to Physicians Immediate care where they took X-rays and bandaged my hand and limited me to no lifting for 1 week. My wife and I both missed work that day (\$504.00).

We took the truck to Bryden Ford in Durand, IL (815 248-2485) and were told there was a short in the wiring harness that goes to the airbag. Parts were ordered and in a couple of days the airbag and wiring harness were replaced.

There was no police report filed because there was no vehicular "accident". The airbag went off in my driveway while the vehicle was still in park.

Bryden Ford is in possession of the wiring harness until we have a resolution to this matter.

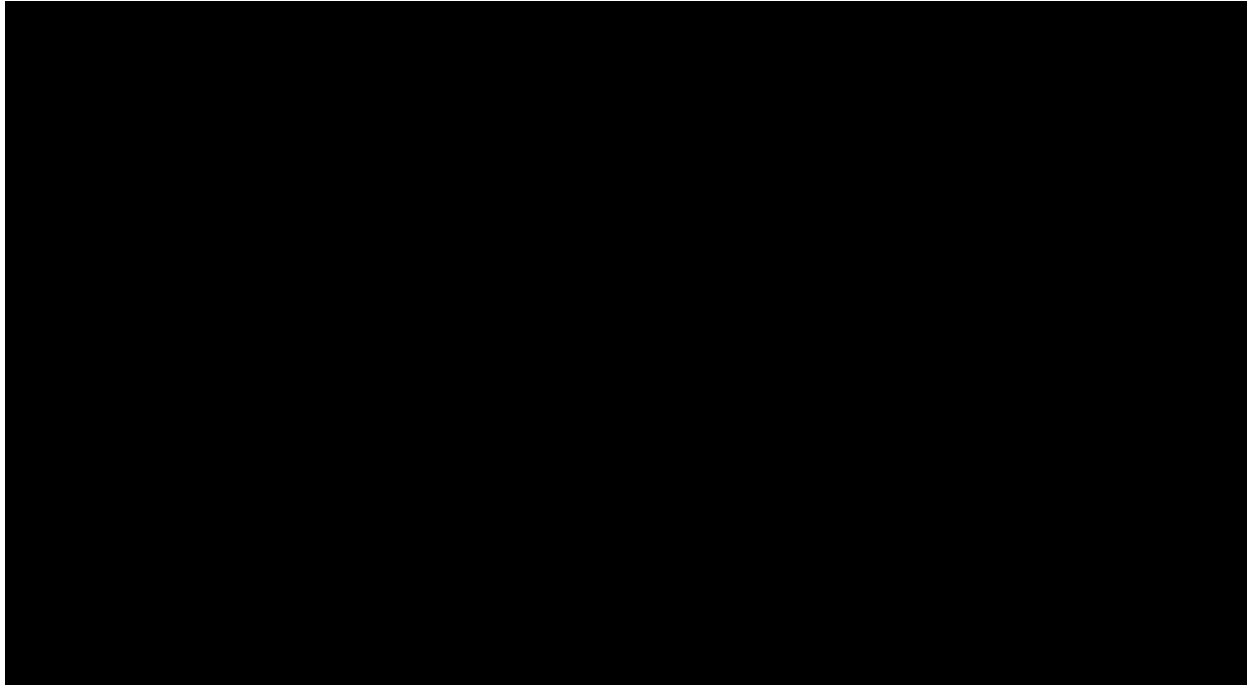
We have been married for 42 years and have always been loyal Ford owners.

We would like to be reimbursed for the cost of the repair (attached) and the physicians cost (attached). Please also see 2 photos included to show you the extent of damage to my hand.

Thank you very much for your consideration in this matter.

Sincerely,

[Redacted signature block]



Consultants



**Taylor, Alma (A.)**

# 341922987

**From:** Jackson, Celeste (CJ.)  
**Sent:** Thursday, October 25, 2007 9:17 AM  
**To:** Taylor, Alma (A.)  
**Subject:** FW: Dealer Request For Consumer Affairs Review-Landmark Bldg Consult.

Fleet...

**From:** Keller, Kristian (P.) **On Behalf Of** Ordcalp, F (F.)  
**Sent:** Thursday, October 25, 2007 8:14 AM  
**To:** Jackson, Celeste (CJ.)  
**Subject:** FW: Dealer Request For Consumer Affairs Review

**From:** dcpform@ford.com [mailto:dcpform@ford.com]  
**Sent:** Wednesday, October 24, 2007 5:22 PM  
**To:** Ordcalp, F (F.)  
**Subject:** Dealer Request For Consumer Affairs Review

**Dealer Request For Consumer Affairs Review - All Regions**

**Dealership Name:** Five Star Ford  
**Requesting Dealer:** Five Star Ford  
**Contact Person:** Archie Gurule  
**Telephone:** 480-212-4781  
**Email Address:** archieg@fivestarford.com  
**PA Code:** 20411  
**Region:** Phoenix  
**City:** Phoenix  
**Dealer State:** AZ  
**Fax Number:** 480-945-0736  
**WSD:** 08/29/2005  
**Vehicle Year:** 2005  
**Vehicle Model:** F-150  
**Vehicle VIN:** 1FTRX12W25N [REDACTED]  
**Mileage:** 58205  
**Customer Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** MESA  
**State:** Arizona  
**Zip Code:** [REDACTED]  
**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]  
**Customer Region:** W3 - Phoenix  
**Date of Incident:** 10/20/2007  
**County in which incident occurred:** MESA

10-26-07  
B 2293

Sarah Davis  
480 444 7309  
x 311  
480-444-7334  
814

10/25/2007

**Is Alleging Defect:** Yes

**Police Report Filed:** No

**Insurance Company Contacted:** N

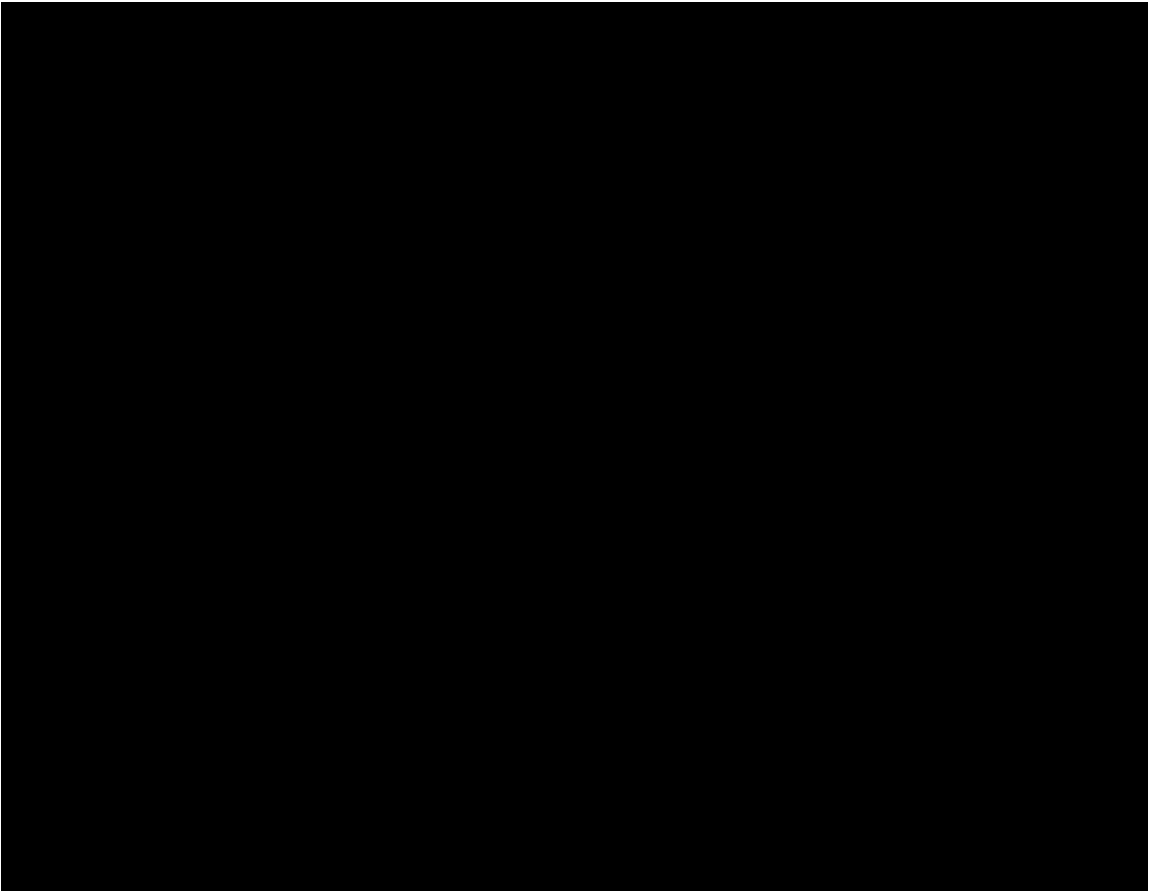
**Coach Builder State:** AK - Alaska

**Resolution Sought Detail:** Air bag in steering wheel went off for no reason as customer was turning vehicle. He would like assistance with cost of repairs

**Comments:** Air bag left a blue oval size bruise on customers wrist but otherwise he was not hurt

This email was automatically generated. Please do not reply to this email. No one monitors the inbox for this email address.

10/25/2007





Page Two

Re: [REDACTED] v. Ford Motor Co., et.al

May 16, 2007

- 4. Our client requested restitution from the dealer and/or manufacturer and such was not promptly provided.

Our client is entitled to full restitution, to date, as follows:

Special Damages to Date

**1. Paid & Payable.....Loan Docs to Follow**

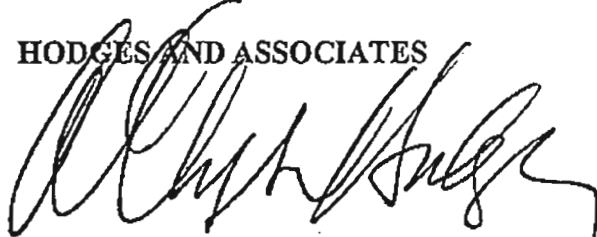
Our client may be further entitled to civil penalties which are twice the amount of special damages. Accordingly, at trial, our client will seek damages in the amount of **three (3) times special damages.**

Additionally, our client is entitled to attorney fees, costs and expenses as provided in the statute. However, in the spirit of compromise and early resolution, our client makes an offer of settlement for her special damages only, plus her attorney's fees, costs and expenses, with the vehicle being returned. Attorney fees, costs and expenses will be compromised to \$2,500.00 only, if this matter settles promptly.

Thank you in advance for the courtesy of an early assessment together with a reply indicating your intention to defend or discuss settlement.

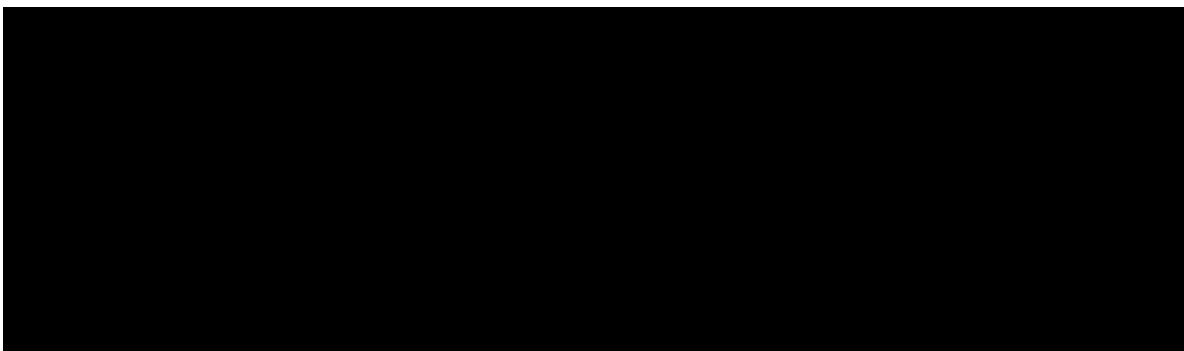
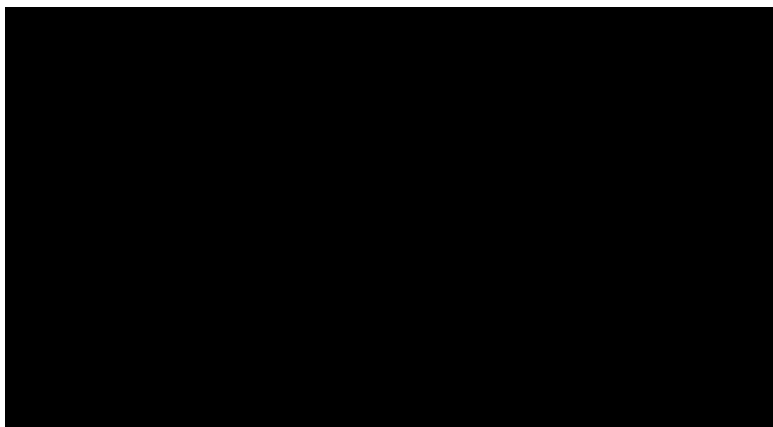
Very truly yours,

**HODGES AND ASSOCIATES**



A. CLIFTON HODGES

ACH/dcs





10

### DEALER REQUEST FOR CONSUMER AFFAIRS REVIEW

**IMPORTANT - DO NOT PERFORM REPAIRS UNTIL AUTHORIZED!**

This Form is for RETAIL VEHICLES ONLY, For FLEET VEHICLES call 1- 800-343-5338

#### DEALER INFORMATION:

Requesting Dealer Jim Taylor Ford P&A 08396 Region & State Murphy/LA.

Contact Person Earl Scott Phone # [REDACTED]

#### CUSTOMER/VEHICLE INFORMATION:

New or Used New WSD \_\_\_\_\_ Year/Model 06 F-150

VIN 1FTRF12276N Mileage 14,745

Customer Name [REDACTED]

Address [REDACTED]

City Ruston County Lincoln State LA. Zip code [REDACTED]

Home Phone [REDACTED] Work Phone (\_\_\_\_) \_\_\_\_\_

#### DETAILS of INCIDENT:

Incident Involves (Circle all that apply): Accident Y  Fire Y  Injury Y

Medical Attention Sought: Y

Date of Incident 02/06/2007

Is customer alleging a component defect caused the incident? Y  N  If yes, what type & details Driver Side Air Bag Deployed

Was a police report filed? Y  If yes, where \_\_\_\_\_

Has the Insurance Company been contacted? Y  What did the Insurance company advise? \_\_\_\_\_

Owner's Insurance Company \_\_\_\_\_ Agent's Name \_\_\_\_\_

Insurance Company Phone Number (\_\_\_\_) \_\_\_\_\_

If the vehicle is a conversion unit, who is the coach builder? N/A

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

#### RESOLUTION that CUSTOMER is SEEKING:

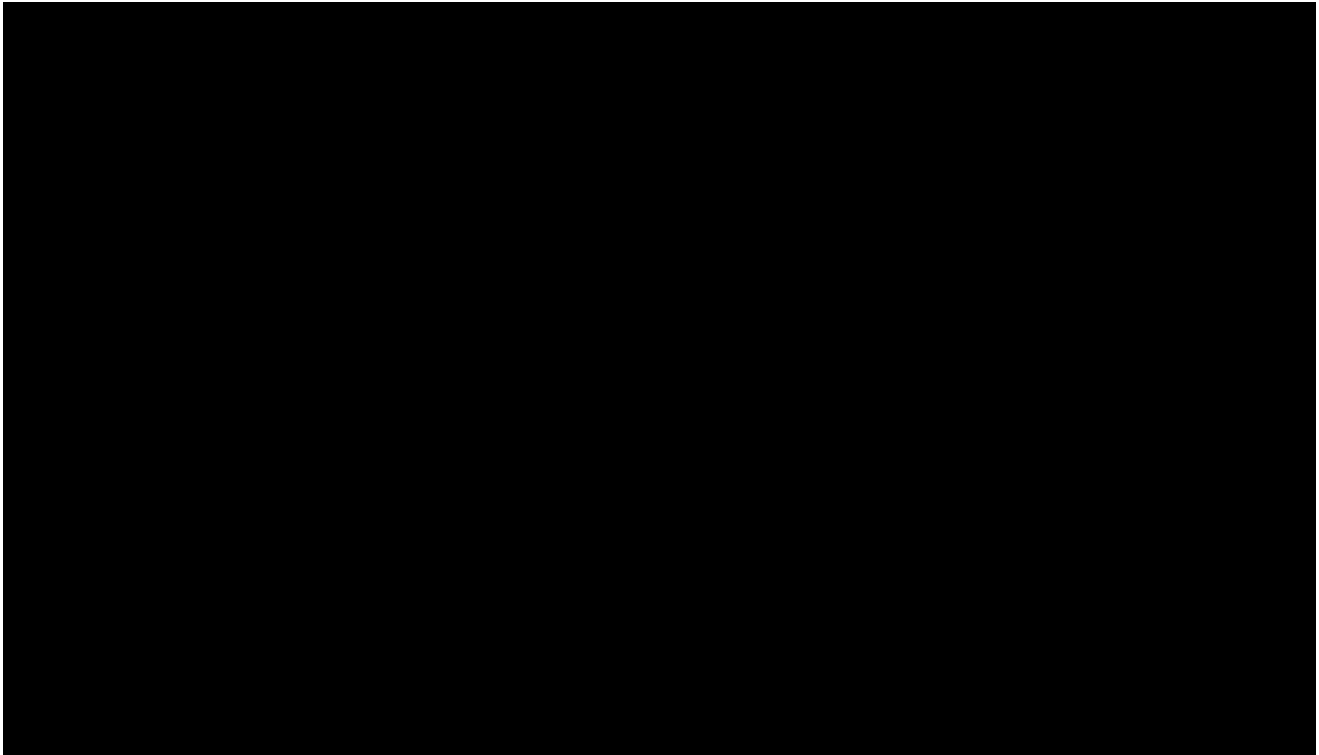
Repair of vehicle, Hollens was contacted and Hollens recommended repair attached

PROVIDE ADDITIONAL COMMENTS ON A SEPARATE SHEET OF PAPER ATTACHMENTS  N, PAGES: 2

Fax to: (313) 845-5688, or (313) 845-5555

PLEASE USE THIS SHEET AS ORIGINAL AND DUPLICATE AS NEEDED

9 GLOSSARY  
RESOURCES FORMS





**Szabo, Ildiko (I.)**

---

**From:** Jackson, Celeste (CJ.)  
**Sent:** Monday, October 08, 2007 3:55 PM  
**To:** Miclea, Marcel (M.M.)  
**Subject:** New Case: [REDACTED]

**PRIVILEGED AND CONFIDENTIAL**

**This email contains privileged and confidential communications.  
If you received it in error, please delete it immediately and notify the sender.**

VIN: 1FTRX12W35N [REDACTED]      Year:    Model: F-SERIES      Case: 572402817  
Name: [REDACTED]

Kind Regards,

*Celeste M. Jackson*

Litigation Prevention Office Specialist  
CCGO, Consumer Affairs  
Phone: (313)845-5635 Fax: (866)799-4114 ([cjacks84@ford.com](mailto:cjacks84@ford.com))

"Search for the Truth; Gods Word is our Start and Finish Line!" - 2Thessalonians 1:7-9;  
1Corinthians 15:1-4; Romans 6:1-4,17; Ephesians 4:4-6; Colossians 1:18,24; Romans 16:16;  
2Timothy 2:15; Philippians 3:16; John 12:48

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**From:** Keller, Kristian (P.) **On Behalf Of** Ordcalp, F (F.)  
**Sent:** Friday, October 05, 2007 4:26 PM  
**To:** Jackson, Celeste (CJ.)  
**Subject:** FW: Dealer Request For Consumer Affairs Review

---

**From:** dcpform@ford.com [<mailto:dcpform@ford.com>]  
**Sent:** Friday, October 05, 2007 4:27 PM  
**To:** Ordcalp, F (F.)  
**Subject:** Dealer Request For Consumer Affairs Review

**Dealer Request For Consumer Affairs Review - All Regions**

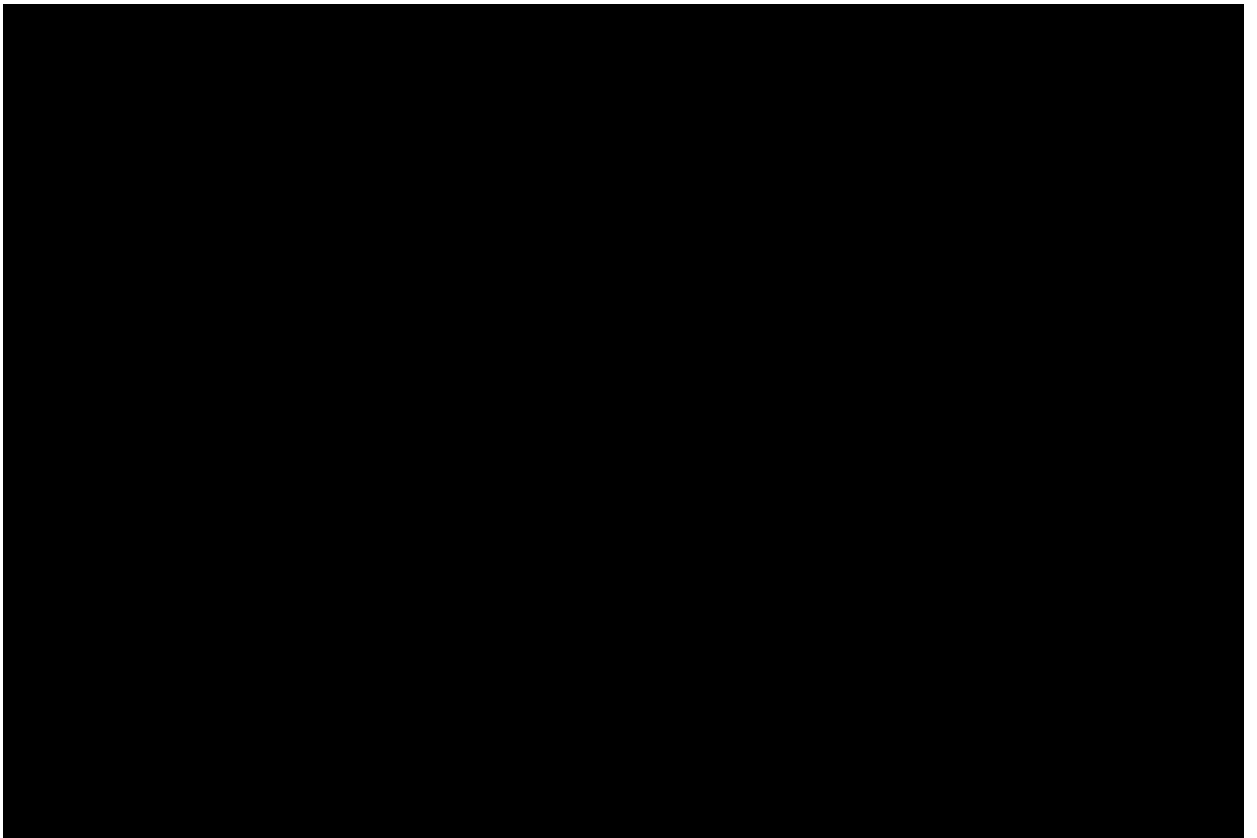
**Dealership Name:** Tom Wood Ford  
**Requesting Dealer:** Tom Wood Ford  
**Contact Person:** Gary Conklin  
**Telephone:** 317-848-6757  
**Email Address:** [gary\\_conklin@tomwood.com](mailto:gary_conklin@tomwood.com)  
**PA Code:** 04695  
**Region:** Cincinnati  
**City:** Indianapolis  
**Dealer State:** IN  
**Fax Number:** 317-569-7460

4/22/2010

**WSD:** 08/24/2005  
**Vehicle Year:** 2009  
**Vehicle Model:** F150  
**Vehicle VIN:** 1frx12w35n [REDACTED]  
**Mileage:** 24772  
**Customer Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** Indianapolis  
**State:** Indiana  
**Zip Code:** [REDACTED]  
**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]  
**Customer Region:** G3 - Cincinnati  
**Incident Involves:** Injury  
**Date of Incident:** 10/05/2007  
**County in which incident occurred:** Marion  
**Is Alleging Defect:** Yes  
**Alleging defect detail:** Air bag deployed while in reverse  
**Police Report Filed:** No  
**Insurance Company Contacted:** Y  
**Insurance Company Advice:** Advised customer to call the dealership  
**Insurance Company Contact Information:** Allstate, Scott Richards, 317-462-7760  
**Coach Builder State:** AK - Alaska  
**Resolution Sought Detail:** Customer wants vehicle repaired.  
**Comments:** Customer started vehicle, put it in reverse. While backing out of her driveway the drivers airbag deployed bruising Fran Hale's stomach.

This email was automatically generated. Please do not reply to this email. No one monitors the inbox for this email address.

4/22/2010



Oct. 2<sup>nd</sup>, 2004 NOV 7 3 P 2:55

To whom this may concern,

This incident occurred on a Friday night Sept. 24<sup>th</sup> 2004, but a few weeks before the air bag light flashed off and on here and there, our while driving. I didn't think much of it, but should have paid more attention to it. My husband and I received a call from my son about 8:30 pm, shook up, telling us that the driver side air bag blew. He was in a parking lot at Taco Bell, in our town, putting it into drive when it deployed. We told him to drive it home, if possible, which he did. Thank god he wasn't hurt, just a little soreness in right neck & shoulder for a few days. No medical attention received. Tuesday, Sept 28<sup>th</sup> took it to our local Ford dealer and had to pay \$80 for a diagnostic test feeling very confident that the problem would be found. I couldn't believe when the service girl called and informed me that no problem was found. Well actually the words she said to me were later denied as if I made them up. But, it is my word against hers. Anyway she told me my vehicle was out of warranty, and that the cost of repairs would be about \$1,600.00. I was shocked. Not only because they said no problem was found but brushed it off like nothing. I said I would be in to

2002 Explorer

VIN#

1FMZU62E922

Hobart, Va

get my vehicle that I, myself, was not going to pay for an air bag going off for no reason, warranty or not. My frustrations were many. I couldn't believe the responses that I was getting from Ford, even the customer services people. The service manager at Art Hill Ford stated in the 17 years of air bags I've never heard or seen such a thing. I asked him if he was implying something. I said, "did you think my son beat it out of the steering wheel?" In another minute, my son would've been driving on US 30 going about 30 mph. I don't ever like thinking about that. We took pictures all around the car and the deployed air bag with my digital camera. I chose not to buy the extended warranty and rarely have and I know I'm taking a chance of something major going out, like transmission, but not an air bag which doesn't get wear & tear like major car components. My husband and I have owned 7 Fords between us in the last 15 years. He's a total Ford man. We are so surprised by the way this is being pushed aside. To me, the "no problem" stated on service ticket is a big problem. I'm still looking into getting it repaired but I just don't think it is an expense that I should be responsible for.

Sincerely,

## Action Detail

[Print Action Detail](#)

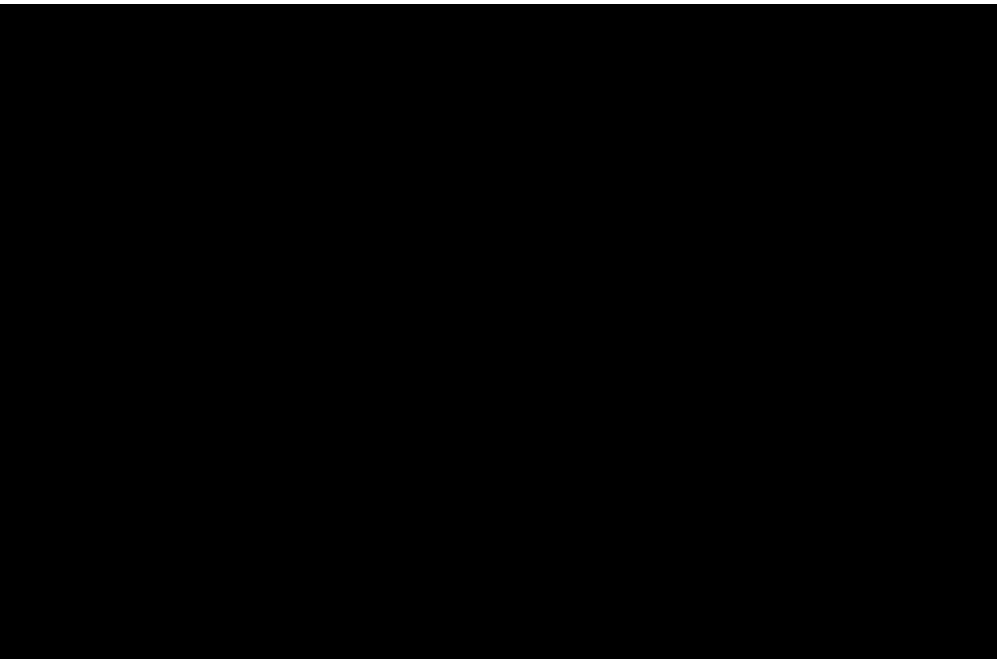
VIN: 1FMZU62E9Z	Year: 2002	Model: EXPLORER	Case: 1340132714
Name: [REDACTED]	Owner Status: Original	WSD: 2001-08-29	
Symptom Desc: RESTRAINTS AIR BAG SYSTEM DEPLOYMENT		Primary Phone: [REDACTED]	
Reason Desc: LEGAL - GENERAL/OTHER		Secondary Phone:	
Issue Type: 07 LEGAL	Issue Status: OPEN	Dealer: ART HILL INC	
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD		P & A Code: 01542	
Odometer: 1 MI	Comm Type: MAIL		
Action Date: 11/04/2004	Action Time: 09:01:25:010	Action Data: No	
Analyst Name: LEICH,CHERIE	Analyst: CLEICH		

COMMENTS: \*\*\*\*\*PRODUCT LIABILITY\*\*\*\*\*DATE STAMPED 11-3-04. CUSTOMER ALLEGES SHE NOTICED THE AIR BAG LIGHT ILLUMINATING IN HER VEHICLE. A FEW WEEKS LATER WHEN THE VEHICLE WAS PUT INTO DRIVE, THE AIR BAG DEPLOYED WITHOUT INCIDENT.CUSTOMER REQUESTS CONTACT FROM FORD REPRESENTATIVE.

[Update Issue](#) [Close Issue](#)

[OASIS](#) [Warranty History](#) [ESP/Recall](#)

[REDACTED] 11/4/2004



**BARNES & FARRELL**  
ATTORNEYS AT LAW  
24012 CALLE de la PLATA, SUITE 407  
LAGUNA HILLS, CALIFORNIA 92653-7625  
TELEPHONE (949) 597-0694  
FACSIMILE (949) 597-0695  
email: barnesfarrell@earthlink.net

\*STEPHEN G. BARNES  
DAVID J. FARRELL

\*A Professional Corporation

CONSUMER AFFAIRS  
SECTION

December 26, 2003

4 JAN -6 AIO:24

Via Certified Mail  
Return Receipt Requested

Ford Motor Company  
Consumer Affairs - Litigation Prevention Department  
P.O. Box 6248, MD 3NE-B  
Dearborn, Michigan 48126-4207

Attention : Bill Billups

Re: Our Client : [REDACTED]  
Vehicle : 2002 Ford Explorer  
VIN : 1FMZU62E62Z [REDACTED]

Dear Mr. Billups:

Please be advised that [REDACTED] has retained this office to represent him concerning the above-referenced vehicle. The following is demand that Ford Motor Company (Ford) provide Mr. [REDACTED] restitution in accordance with the Song-Beverly Consumer Warranty Act (Lemon Law.)

**FACTS**

On May 12, 2002, [REDACTED] leased the vehicle brand new. The vehicle came with a warranty from Ford.

The vehicle has been delivered to authorized Ford service and repair facilities approximately 10 times for warranty repair of the following nonconformities including, but not limited to - defective transmission; defective safety restraint system/air bag light continuously on; defective cargo door; defective door; defective seat; etc. The vehicle's defective transmission has been subject to approximately six repair attempts. The vehicle's defective safety restraint system/air bag light continuously on condition has been subject to approximately three repair attempts.

The nonconformities are covered by the Ford warranty.



LIABILITY

The **Lemon Law** requires a manufacturer of a warranted new motor vehicle to provide the buyer restitution or to replace the vehicle when a nonconformity covered by the warranty is not repaired after a reasonable number of repair attempts.

Here, the vehicle has been delivered to authorized Ford service and repair facilities approximately 10 times for repair of the above-referenced nonconformities. The vehicle's defective transmission has been subject to approximately six repair attempts. The vehicle's defective safety restraint system/air bag light continuously on condition has been subject to approximately three repair attempts. There has been a reasonable number of repair attempts made upon the nonconformities.

The **Lemon Law** also requires that the nonconformity substantially impair the vehicle's use, value or safety to the buyer. [REDACTED] does not believe the vehicle is safe or reliable due to its ongoing serious problems and the excessive number of times and days the vehicle has been out-of-service due to warranty repairs.

This vehicle is clearly a **LEMON** and qualifies for restitution in accordance with the **Lemon Law**. Should Ford refuse to provide restitution, it may be required to pay [REDACTED] a civil penalty not to exceed two times the amount of his actual damages for this wilful refusal.

DAMAGES

[REDACTED] is entitled to restitution of the following items:

Lease inception payment	: \$ 400.00
Monthly payments (20 @ \$529.25)	: 10,585.00
Registration/license	: 225.00
Usage fee (based upon 18,492 miles)	: < 4,741.50 >
Total	: \$ 6,468.50
Lease balance	: Lease balance
Attorney's fees	: \$ 3,000.00.

Be advised the above-list of restitution items is not an inclusive list of all items which [REDACTED] may be entitled to

Ford Motor Company  
December 26, 2003  
Page 3

recover under the Lemon Law and other laws.

██████████ has authorized this office to accept the following as full settlement of this matter.

Ford will:

- (1) pay ██████████ \$29,782.53, plus any other recoverable expenses not included herein and/or that he may incur between the date of this writing and the date of any potential settlement's completion;
- (2) pay off the lease balance; and
- (3) pay attorney's fees of \$3,000.00.

For this consideration, ██████████ will:

- (1) return the vehicle to Ford in an undamaged condition; and
- (2) release Ford from any further liability related to this matter.

The vehicle is financed through US Bank, account number ██████████ telephone number (877) 580-4242.

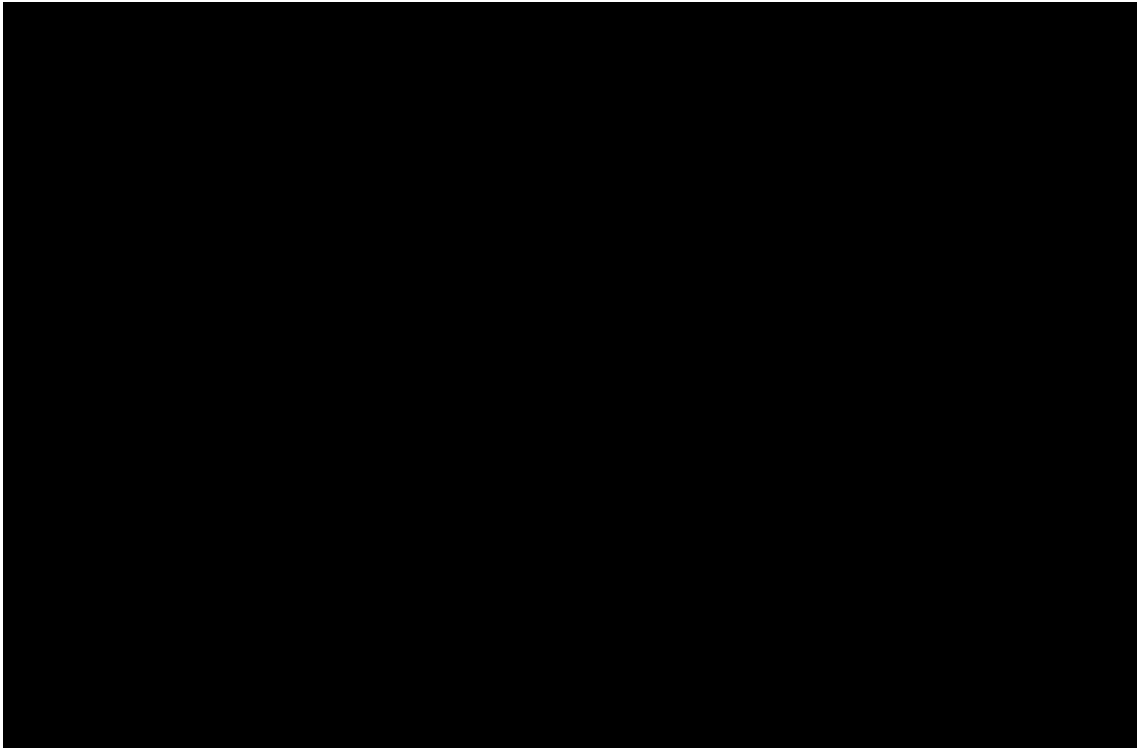
Be advised this offer will remain open for 30 days from this letter's date. Enclosed herein are copies of the following documents - sales contract; repair orders/invoices; etc.

I look forward to your prompt attention to this matter.

Sincerely,  
  
David Farrell  
BARNES & FARRELL

DF/kh  
Enclosures

cc: ██████████



19700 01422

CARLIN & WARD, P.C.

ATTORNEYS AT LAW  
25A VREELAND ROAD  
P.O. BOX 751

FLORHAM PARK, NEW JERSEY 07032

ARTHUR G. WARDEN, III

973-377-3350  
FAX 973-377-5626

January 16, 2006

Mr. Vincent D. Kirksey  
Community Affairs  
Ford  
P.O. Box 6248, MD 3NE-B  
Dearborn, MI 48126

6 JAN 20 AM 5:50

CONSUMER AFFAIRS  
SECTION

Re: [REDACTED]  
2005 Ford F-Series  
VIN#-1FTPX12595N [REDACTED]

Dear Mr. Kirksey:

This firm represents [REDACTED] owners of a 2005 Ford F150 XLT pick-up truck. On November 10, 2005, the driver's side airbag deployed. The deployment was improper as the truck was in park and was not involved in an accident. [REDACTED] was in the driver's seat and received personal injuries as a result of the deployment.

We are writing pursuant to your December 9, 2005 letter (copy attached) to request that Ford make all necessary repairs to the vehicle. Also, please provide us with any information you may possess on the performance of the air bag system.

Very truly yours,

CARLIN & WARD, P.C.

By *Arthur G. Warden, III*

AGW:j  
Enclosure  
cc: [REDACTED]



LN - 362682826

**Leich, Cherie (C.A.)**

**From:** dcpform@ford.com  
**Sent:** Friday, October 06, 2006 11:14 AM  
**To:** Ordcalp, F (F.)  
**Subject:** Dealer Request For Consumer Affairs Review

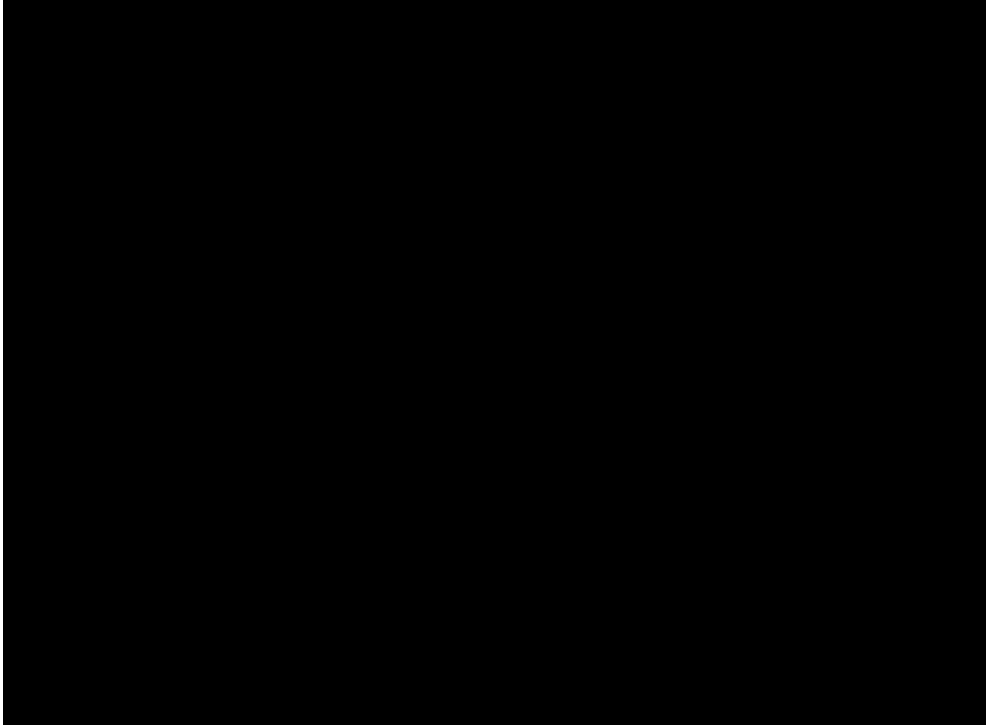
### Dealer Request For Consumer Affairs Review - All Markets

**Dealership Name:** ECKENROD FORD LINCOLN MERCURY  
**Requesting Dealer:** SAME  
**Contact Person:** LARRY VAUGHN  
**Telephone:** 2567343361  
**Email Address:** larryvaughn7@hotmail.com  
**PA Code:** 03596  
**Region:** SOUTHEAST  
**City:** CULLMAN  
**Dealer State:** AL  
**Fax Number:** 2567349259  
**WSD:** 04/18/2005  
**Vehicle Year:** 2005  
**Vehicle Model:** F150  
**Vehicle VIN:** 1FTRX12W85N [REDACTED]  
**Mileage:** 24985  
**Customer Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** HAYDEN  
**State:** Alabama  
**Zip Code:** [REDACTED]  
**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]  
**Customer Region:** 21 - Atlanta  
**Incident Involves:** Accident  
**Date of Incident:** 09/30/2006  
**County in which incident occurred:** BLOUNT  
**Is Alleging Defect:** Yes  
**Alleging defect detail:** INADVERTENT AIRBAG DEPLOYMENT  
**Police Report Filed:** No  
**Insurance Company Contacted:** N  
**Insurance Company Contact Information:** ALFA SUMMIT,AL  
**Coach Builder State:** AK - Alaska  
**Resolution Sought Detail:** CUSTOMER WANTS FORD TO INVESTIGATE DEPLOYMENT AND REPAIR VEHICLE  
**Comments:** CUST ALLEGES VEHICLE WAS STARTED AND STATIONARY WHEN BAG DEPLOYED DRIVERS SIDE ONLY

This email was automatically generated. Please do not reply to this email. No one monitors the inbox for this email address.

10/6/2006

EA10-001 000027LP



**Leich, Cherie (C.A.)**

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**From:** Cpform, D (D.)  
**Sent:** Friday, July 21, 2006 10:31 AM  
**To:** Ordcalp, F (F.)  
**Subject:** Dealer Request For Consumer Affairs Review

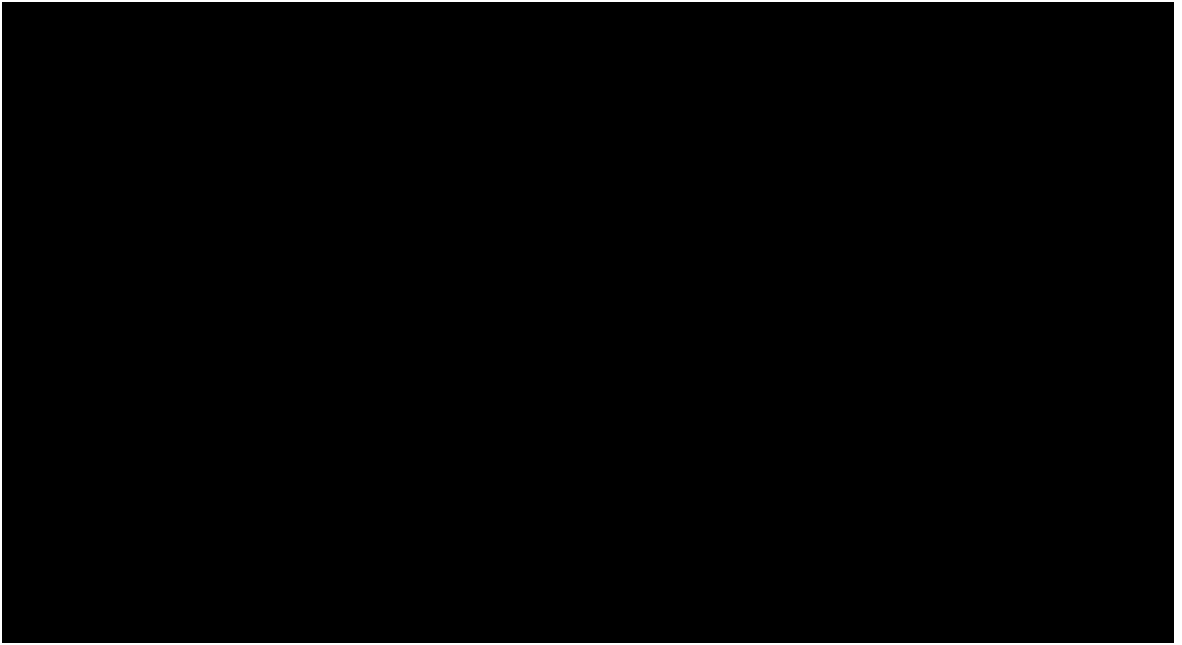
**Dealer Request For Consumer Affairs Review - All Markets**

**Dealership Name:** Durand Automotive Group  
**Requesting Dealer:** Durand Automotive Group  
**Contact Person:** James McDonald  
**Telephone:** 802-463-3300  
**Email Address:** Macsrula@adelphia.net  
**PA Code:** 05788  
**Region:** Boston  
**City:** Bellows Falls  
**Dealer State:** VT  
**Fax Number:** 802-463-4089  
**WSD:** 12/19/2003  
**Vehicle Year:** 2004  
**Vehicle Model:** F150  
**Vehicle VIN:** 1ftpw14574k [REDACTED]  
**Mileage:** 90133  
**Customer Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** Grafton  
**State:** Vermont  
**Zip Code:** [REDACTED]  
**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]  
**Customer Region:** 11 - Boston  
**Incident Involves:** Injury - *bruise*  
**Date of Incident:** 07/13/2006  
**County in which incident occurred:** Windham  
**Is Alleging Defect:** Yes  
**Alleging defect detail:** Air bag Deployed without warning and no accident occurred. Pulled into gas station turned off vehicle and opened door, started to step out and air bag went off in customers face.  
**Police Report Filed:** No  
**Insurance Company Contacted:** N  
**Coach Builder State:** AK - Alaska  
**Resolution Sought Detail:** Repair vehicle so it will not happen again.  
**Comments:** Tech pulled codes on system B2293 drivers side air bag fault. removed deployed air bag. installed air bag simulators and pin tested good. retested for codes with simulators installed ~~no~~ codes system checks good.

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7/21/2006







FRANCIS CHURCHILL SALMON LLC  
INDEPENDENT LAWYERS | We Value Life

LD

DAVID N. SALMON  
DAVID J. CHURCHILL  
DAVID A. FRANCIS

DAVID E. BRUGGENWIRTH

SENT VIA REGULAR MAIL

October 25, 2006

FORD MOTOR COMPANY  
Customer Relationship Center  
P.O. Box 6248  
Dearborn, MI 48126

RE: Our Client [REDACTED]  
Date of Loss : July 2, 2006

Dear Ford Motor Company:

This office represents [REDACTED] in connection with injuries sustained as the result of a random and unwarranted deployment of an air bag in a 2005 Ford F150 (VIN: 1FTPX14525N [REDACTED]). On July 2, 2006, the air bag deployed for no reason as my client pulled out of a gas station. Our initial investigation leads us to believe that our client's injuries were the result of a product defect related to the air bag.

Please have your legal department contact our office so that we may provide additional information regarding this claim.

Very truly yours,  
FRANCIS, CHURCHILL, SALMON, LLC

David N. Salmon, Esq.

DNS/srs

10/31 12:38

LEGAL AFFAIRS

7324 W. Cheyenne, Ste 2 - Las Vegas, NV 89129  
PH 702.655.1105 FX 702.655.1881

www.fcslawyers.com  
info@fcslawyers.com

2340 E. Calvada Blvd, Ste A - Pahrump, NV 89048  
PH 775.727.4545 FX 702.655.1881

All Action Details for Issue

[Print](#)

VIN: 1FTPX14525N [REDACTED] Year: 2005 Model: F-SERIES Case: 1556852026  
 Name: [REDACTED] Owner Status: Original WSD: 2005-08-26  
 Symptom Desc: RESTRAINTS AIR BAG SYSTEM DEPLOYMENT Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - GENERAL/OTHER Secondary Phone:  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - PRODUCT LIABILITY - ACCIDENT  
 Dealer: 03915 TEAM FORD Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD  
 Odometer: 29912 MI Comm Type: EMAIL  
 Analyst Name: LEICH Analyst: CLEICH  
 Action Date: 07/21/2006 Action Time: 15.28.05.387 Action Data: Yes

Comments \*\*\*\*\*PRODUCT LIABILITY\*\*\*\*\*EMAIL RECEIVED 7-21-06.DEALER CONTACT: RON BRECHEISEN. CUSTOMER ALLEGES DRIVER'S AIR BAG DEPLOYED WITHOUT INCIDENT.CUSTOMER REQUESTS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
ANALYST ID	MMICLEA

Action: MAKE OUTBOUND CALL TO DEALER  
 Dealer: 03915 TEAM FORD Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 29912 MI Comm Type: PHONE  
 Analyst Name: MICLEA Analyst: MMICLEA  
 Action Date: 07/24/2006 Action Time: 08.03.09.749 Action Data: No

Comments ACKNOWLEDGED

Action: INFORMATIONAL CALL/FAX  
 Dealer: 03915 TEAM FORD Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 29912 MI Comm Type: PHONE  
 Analyst Name: MICLEA Analyst: MMICLEA  
 Action Date: 07/24/2006 Action Time: 11.57.02.852 Action Data: No

Comments LPA SPOKE WITH RON WHO SAID THAT A FQE INSPECTED THE VEHICLE AND IS NOT WORKING ON A REPORT; LPA CALLED BRIAN, THE FQE WHO STATED HE CONTACTED HAS BEEN IN TOUCHED WITH SOMEBODY ELSE FROM THE CRITICAL CONCERN GROUP BUT WILL EMAIL THE REPORT AND PHOTOS TO LPA.

Action: UPDATE CONTACT STATUS  
 Dealer: 03915 TEAM FORD Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 29912 MI Comm Type: PHONE  
 Analyst Name: MICLEA

[REDACTED] 11/29/2006

MARCEL  
**Action Date:** 07/24/2006  
**Analyst:** MMICLEA  
**Action Time:** 12.27.34.583  
**Action Data:** No

**Comments** LPA CALLED CUSTOMER WHO STATED HE HAD BURNS ON HIS ARM FROM THE AIRBAG DEPLOYMENT; WAS TOLD THAT A LETTER IS BEING SENT REQUESTING DOCS, PHOTOS, MEDICAL REPORT ETC; LPA SPOKE WITH WHO SAID HE WANTS TO GATHER INFO ABOUT THIS VEHICLE AND NEEDS THE MODULE TAKEN OUT AND SENT TO BE ANALYZED; LPA CALLED BRIAN AND TOLD HIM THAT CUSTOMER WILL SIGN THE AUTHORIZATION FORM FOR THE AIRBAG MODULE; THE AIRBAG WILL BE REPLACED AND INJURIES INVESTIGATED.

**Action:** UPDATE CONTACT STATUS  
**Dealer:** 03915 TEAM FORD  
**Odometer:** 29912 MI  
**Analyst Name:** MICLEA  
**Action Date:** 08/07/2006  
**Comm Type:** PHONE  
**Analyst:** MMICLEA  
**Action Time:** 14.44.26.244  
**Action Data:** No  
**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

**Comments** LPA CALLED BRIAN WHO SAID THE CUSTOMER HAS NOT SIGNED THE FORM TO ALLOW FORD REMOVE THE AIRBAG MODULE; HE HAS HIRED AN ATTORNEY AND EVERYTHING IS NOT BEING HANDLE BY HIS ATTIRNEY; LPA REQUESTED A LETTER OF REPRESENTATION FROM THE LAWYER WHICH CUSTOMER SAID WILL BE SENT TOMORROW; LPA STATED THE RENTAL THE CUSTOMER IS CURRENTLY IN WILL HAVE TO BE RETURNED; CUSTOMER AND HIS ATTONREY HAVE NOT TAKE ANY ACTION AND A RESOLUTION HAS TO BE MADE. CUSTOMER SENT THE INJURY LETTER TO HIS ATTORNEY WHO WIL LMAIL IT ALONG WITH ALL THE DOCS.

**Action:** CLOSING COMMENTS - AWAITING RECONTACT CUSTOMER/DEALER/REGION  
**Dealer:** 03915 TEAM FORD  
**Odometer:** 29912 MI  
**Analyst Name:** MICLEA  
**Action Date:** 08/28/2006  
**Comm Type:** PHONE  
**Analyst:** MMICLEA  
**Action Time:** 09.38.06.300  
**Action Data:** No  
**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

**Comments** AWAITING FAX FROM CUSTOMER WITH ATTORNEY'S LETTER OF REPRESENTATION.

**Action:** UPDATE CONTACT STATUS  
**Dealer:** 03915 TEAM FORD  
**Odometer:** 29912 MI  
**Analyst Name:** MICLEA  
**Action Date:** 08/28/2006  
**Comm Type:** OUTBOUND EMAIL-OTHER  
**Analyst:** MMICLEA  
**Action Time:** 09.46.53.881  
**Action Data:** No  
**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

**Comments** LPA EMAILED SM ASKING ABOUT UPDATE ON THIS CASE; THE CASE WILL BE CLOSED WAITING FOR CUSTOMER'S ATTORNEY LETTER OF REPRESENTATION.

**Action:** UPDATE CONTACT STATUS  
**Dealer:** 03915 TEAM FORD  
**Odometer:** 29912 MI  
**Analyst Name:** MICLEA  
**Comm Type:** PHONE  
**Analyst:** MMICLEA  
**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

11/29/2006

MARCEL

**Action Date:** 10/03/2006**Action Time:**  
13.57.49.517**Action Data:** No

**Comments** SARAH -FCSD CALLED ASKING ABOUT CASE DETAILS; THE CUSTOMER HAS BEEN IN A RENTAL FOR 52 DAYS AND IT HAS TO BE DETERMINED WHO WILL PAY FOR THE RENTAL. LPA STATED THAT CUSTOMER WAS TOLD TO RETURN THE RENTAL THE NEXT DAY AND HE SAID HE WILL DO IT, BUT LPA DID NOT APPROVE THE RENTAL.

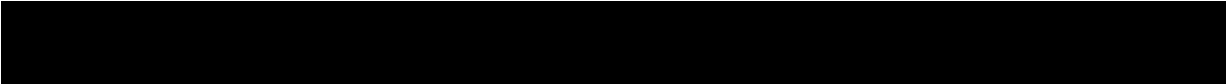
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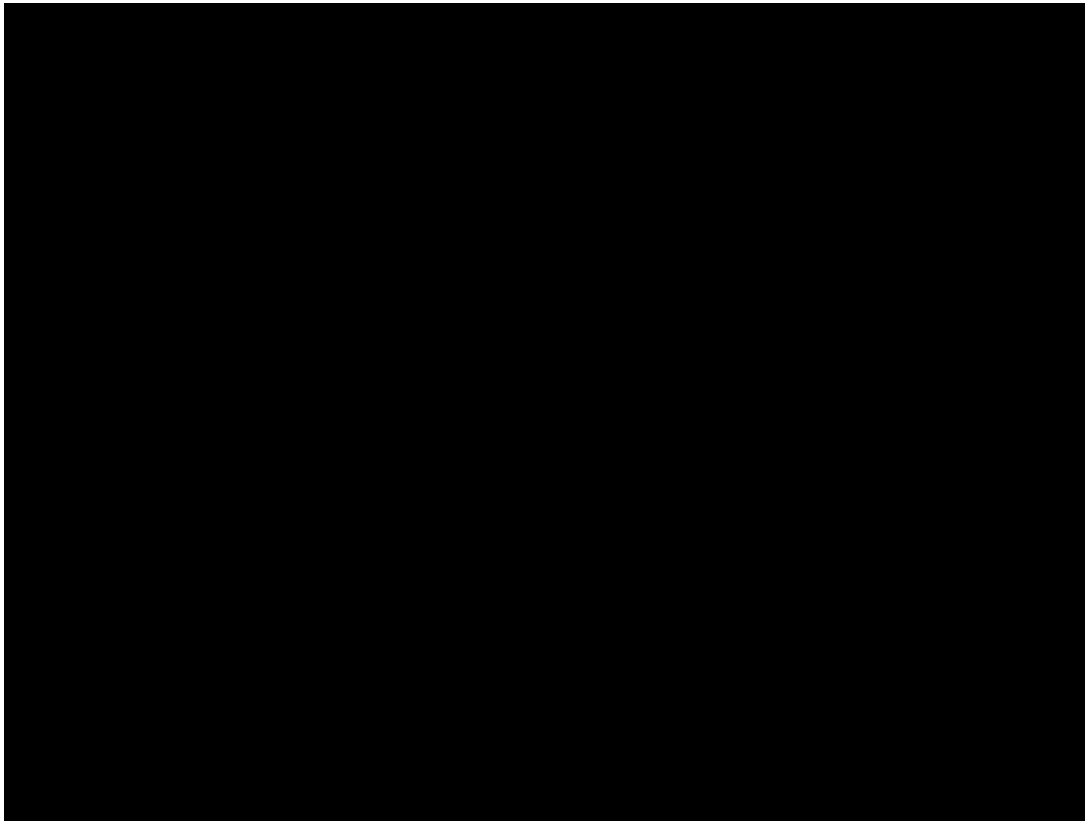
**Action:** UPDATE CONTACT STATUS**Dealer:** 03915 TEAM FORD**Origin Desc:** CONSUMER AFFAIRS - LITIGATION  
PREVENTION**Odometer:** 29912 MI**Comm Type:** INBOUND  
CUSTOMER MAIL**Analyst Name:** MICLEA  
MARCEL**Analyst:** MMICLEA**Action Date:** 11/06/2006**Action Time:** 08.20.27.462**Action Data:** No

**Comments** LETTER OF REPRESENTATION RECEIVED FROM CUSTOMER'S ATTORNEY, DAVID SALMON---CASE WILL BE REASSIGNED TO ANOTHER ANALYST.

---

Ford Confidential

11/29/2006



Rick Ruth  
2-7059  
7954880

Keller, Kristian (P.)

**From:** Cpform, D (D.)  
**Sent:** Monday, January 30, 2006 5:00 PM  
**To:** Ordcalp, F (F.)  
**Subject:** Dealer Request For Consumer Affairs Review

**Dealer Request For Consumer Affairs Review - All Markets**

**Dealership Name:** Walker Ford  
**Requesting Dealer:** Walker Ford  
**Contact Person:** Vince Romano  
**Telephone:** 727-535-3673  
**Email Address:** vinceromano@walkerford.com  
**PA Code:** 04947  
**Region:** Orlando  
**City:** Clearwater  
**Dealer State:** FL  
**Fax Number:** 727-507-9553  
**WSD:** 7-11-2005  
**Vehicle Year:** 2005  
**Vehicle Model:** F150  
**Vehicle VIN:** 1FTRF12215N [REDACTED]  
**Mileage:** 0000  
**Customer Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** Madeira Beach  
**State:** Florida  
**Zip Code:** [REDACTED]  
**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]  
**Customer Region:** 24 - Orlando  
**Date of Incident:** 01/30/2006  
**County in which incident occurred:** pinellas  
**Is Alleging Defect:** Yes  
**Alleging defect detail:** airbag deployed while starting vehicle  
**Police Report Filed:** No  
**Insurance Company Contacted:** N  
**Coach Builder State:** AK - Alaska  
**Resolution Sought Detail:** cust claims that while starting vehicle the airbag deployed on it's own in his face. he is now stating he is afraid of the vehicle, does not want this vehicle back and would like ford to give him a new vehicle.  
**Comments:** cust was in here on nov 11th for airbag lite being on and we ordered a clock spring for it. the part never came in and have not heard from customer about this until today.

xx PID value for the  
Resistance for the Dr. air

• B2293 Driver steering  
• NO UNDER CARRIAGE  
Damage  
• BATTERY WAS DISCONNECTED

• NO B1237  
• Deployed @ Key  
on  
• Driver Airbag only  
• B2293

727  
626

This email was automatically generated. Please do not reply to this email. No one monitors the inbox for this email address.

• UN Bolt Driver Airbag + ANY evidence of  
wire chafing

1/30/2006

## Action Detail

[Print Action Detail](#)

VIN: 1FTRF12215N [REDACTED] Year: 2005 Model: F-SERIES Case: 1603950306  
Name: [REDACTED] Owner Status: Original WSD: 2005-07-11  
Symptom Desc: RESTRAINTS AIR BAG SYSTEM DEPLOYMENT Primary Phone: [REDACTED]  
Reason Desc: LEGAL - GENERAL/OTHER Secondary Phone: [REDACTED]  
Issue Type: 07 LEGAL Issue Status: OPEN Dealer: WALKER FORD CO INC  
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD P & A Code: 04947  
Odometer: 1 MI Comm Type: EMAIL  
Action Date: 02/01/2006 Action Time: 12:27:27:770 Action Data: Yes  
Analyst Name: LEICH,CHERIE Analyst: CLEICH

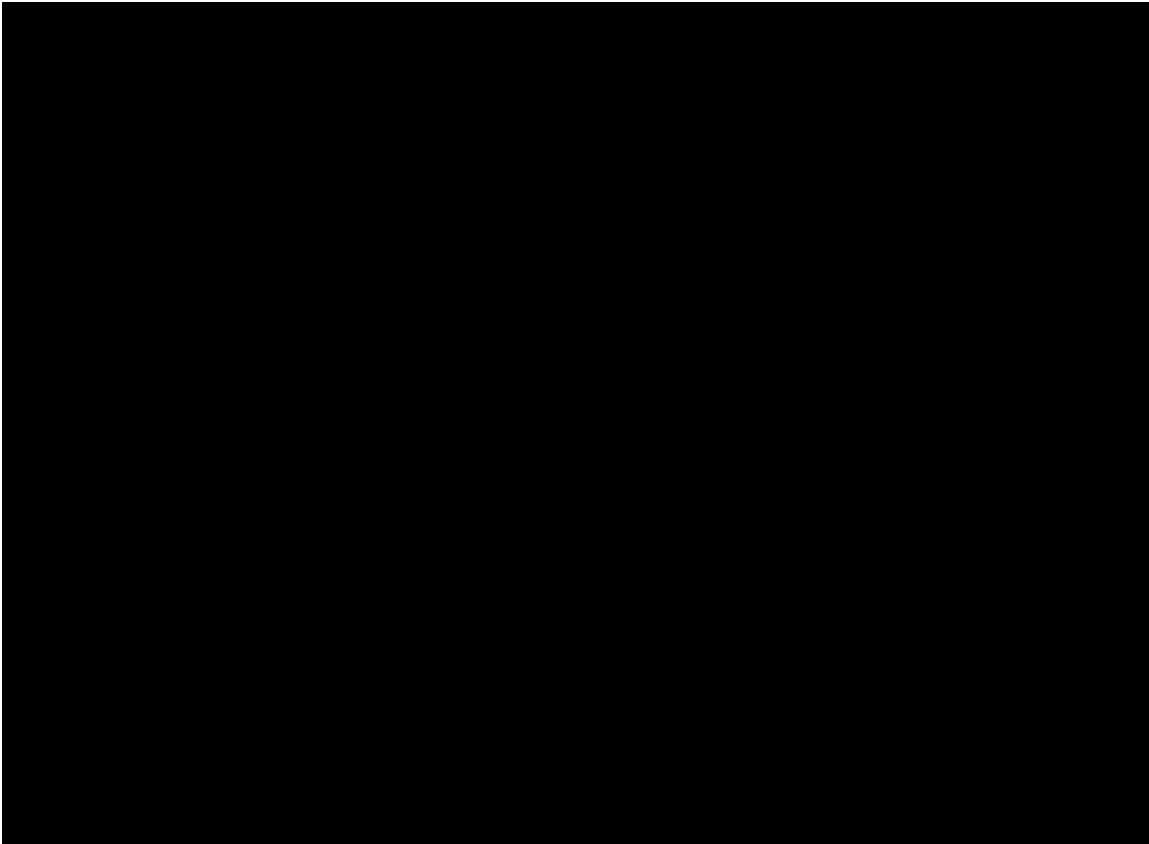
COMMENTS: \*\*\*\*\*PRODUCT LIABILITY\*\*\*\*\*EMAIL RECEIVED 1-30-06.DEALER CONTACT: VINCE ROMANO. CUSTOMER ALLEGES AIR BAG BLEW UP IN HIS FACE WHEN STARTING THE VEHICLE.CUSTOMER REQUESTS CONTACT FROM FORD REPRESENTATIVE.

[Update Issue](#) [Close Issue](#)

[OASIS](#) [Warranty History](#) [ESP/Recall](#)

[REDACTED] 2/3/2006





TIME RECEIVED Tue, 20 Nov 2007 12:41:23 -0500 REMOTE CSID 9098843775 DURATION 168 PAGES 10 STATUS Received  
08-09-'07 06:35 FROM-FAIRVIEW FINANCE 9098843775 T-454 P07/10 U-961

\*\*\*REPRINT\*\*\*

INVOICE TO [REDACTED] OWNER INFORMATION -- INVOICE: W10455  
PHELAN [REDACTED] CA [REDACTED] PHELAN [REDACTED] CA [REDACTED]  
HOME: [REDACTED] CELL: [REDACTED] HOME: [REDACTED] CELL: [REDACTED]  
FOR OFFICE USE VEHICLE INFORMATION  
TAG: 9266 ADV: 202 RUEBLAS, H INVOICE: FYNAL WAR W JL VIN 1PTRF12W05M [REDACTED] LICENSE NUMBER: CA [REDACTED]  
TAX RULES: YNNN INVOICED: 11/13/2007 17:13:55 05 FORD F-150 2WD RCAB  
ODOMETER IN: 79065 DIST: 1PA DATES INSERVICE: 103705 PRODUCTION: 051605  
DATES BEGIN: 11/13/07 DONE: 11/13/07

CONCERN 51 CUSTOMER SAYS DRIVERS AIRBAG DEPLOYED UNPROVOKED. ALMA TAYLOR WITH FORD OPERATION TECH HOURS AMOUNT  
CONSUMER AFFAIRS DEPT ASKED US TO INSPECT IT FOR CAUSE. INSPECT FOR INSPECT 050 .3 26.68  
IMPACTS, PULL ANY CODES FROM THE SRS MODULE, AND INSPECT VERY CAREFULLY  
THE CLOCKSPRING. REPORT ALL FINDINGS TO ALMA. KEEP GARY INFORMED.  
CAUSE UNKNOWN  
CORRECTION INSPECTED UNDERCARRIAGE FOR ANY IMPACT DAMAGE, NOTED SOME IMPACT MARKS AT  
RIGHT SIDE LOWER A-FRAME OF SUSPENSION, DIFFICULT TO DETERMINE IF RELATED.  
PULLED CODES FROM MODULE, B2293 FOR DEPLOYMENT, AND B1318, WHICH IS A LOW  
VOLTAGE DTC. UNABLE TO CONTACT FORD CONSUMER AFFAIRS REP FOR DISCUSSION,  
WE DID NOT REMOVE STEERING WHEEL TO INSPECT CLOCKSPRING, BECAUSE  
CUSTOMER NEEDED VEHICLE BACK DRIVEABLE, AND WE WERE UNABLE TO REACH  
ALMA WITH CONSUMER AFFAIRS.  
FACTORY TECH: 050 - LOPPNOW, BRIAN  
CONCERN : 538

LINE AUTH: GH 111307 16:46

REPAIR TYPE 01 VISIT 1 CODES -

----- SUBTOTAL -----  
LABOR-MECHANICAL 26.68  
TOTAL CHARGE FOR CONCERN 26.68

----- GRAND TOTALS -----

SUMMARY OF CHARGES FOR INVOICE W10455  
LABOR-MECHANICAL 26.68  
TOTAL CHARGE 26.68

PAYMENT DISTRIBUTION FOR INVOICE W10455  
TOTAL CHARGE 26.68  
FAC WARRANTY 26.68

INSPECT CLOCKSPRING CAREFULLY AFTER PULLING C

1st visit

----- INVOICE TO -----

----- DRIVER/OWNER INFORMATION -- INVOICE: W10455

██████████  
----- FOR OFFICE USE -----

██████████  
----- VEHICLE INFORMATION -----

TAG: 9266 ADV: 202 RUELAS, INVOICED: 11/13/2007 17:13:55 JL 05 F-150

LICENSE NUMBER: CA ██████████

-----  
IF YOU HAVE ANY QUESTIONS - PLEASE SEE HUMBERTO RUELAS

PAGE 2  
LAST PAGE

\*\*\*REPRINT\*\*\*

INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: W10554

PHELAN CA PHELAN CA  
CELL: HOME: CELL: HOME:

FOR OFFICE USE -----

VEHICLE INFORMATION -----

TAG: 9295 ADV: 202 RUELAS, H INVOICE: FINAL WAR W JL VIN 1FTRF12W05N LICENSE NUMBER: CA  
TAX RULES: YNNN INVOICED: 11/19/2007 15:53:44 05 FORD P-150 2WD RCAB  
ODOMETER IN: 79261 DIST: 1FA DATES INSERVICE: 102705 PRODUCTION: 051605  
DATES BEGIN: 11/15/07 DONE: 11/16/07

CONCERN 51 CUSTOMER STATE THAT AIR BAG DEPLOYED BYITSELF FORD WANTS US TO CHECK OPERATION TECH HOURS AMOUNT  
CLOCKSPRING CHECK AND ADVISE 14056D 050 .6 53.36

CAUSE CLACKSPRING&AIRBAG

CORRECTION AIR BAG RESTRAINT SYSTEM - DIAGNOSIS, CODE B32293,B1318, REPLACED FAILED  
CLOCK SPRING, POUND CHAPPED WIRE ON AIR BAG, REOLACED AIR BAG, RETEST,  
PASSED

51-1 AIR BAG ASSEMBLY-DRIVER OR PASSENGER - REPLACE 14056D5L 050 .2 17.79  
51-2 AIR BAG SLIDING CONTACT - REPLACE 14056D6 050 .4 35.57

PART NUMBER	PO#	DESCRIPTION	QTY	SELL	
FMC 7L3Z 14A664 A		COVER AND CONTACT PL	1	34.48	34.48
FMC 7L3Z 15043B13 CC		*MODULE -SPO	1		
SPO 7L3Z 15043B13 CC		*MODULE	1	478.49	478.49
PARTS: COUNT	3	ALLOWANCE:	205.19		

FACTORY TECH: 050 - LOPPNOW, BRIAN  
CONCERN : S38  
FP-7L3Z15043B13CC  
REPAIR TYPE 01 VISIT 1 CODES \*

----- SUBTOTAL -----  
PARTS 718.16  
LABOR-MECHANICAL 106.72  
TOTAL CHARGE FOR CONCERN 824.88

TYPE: W

CONCERN 52 COURTESY CAR LOANER PROGRAM OPERATION TECH HOURS AMOUNT  
CAUSE LOANER TAPRENT 199 .0 .00

CORRECTION FORD ASSISTANCE FOR LOANER CAR; THREE DAYS MAX

FACTORY TECH: 199 - TECH, DEFAULT

PAGE 1

*2nd and final visit*

----- INVOICE TO ----- DRIVER/OWNER INFORMATION -- INVOICE: W10554

----- FOR OFFICE USE ----- VEHICLE INFORMATION -----

TAG: 9285 ADV: 202 RUELAS, INVOICED: 11/19/2007 15:53:44 JL 05 F-150 LICENSE NUMBER: CA

CONCERN : A99

LINE AUTH: FR 111907 15:50

REPAIR TYPE 01 VISIT 1 CODES -

TYPE: W	----- SUBTOTAL -----
	TOTAL CHARGE FOR CONCERN .00

----- GRAND TOTALS -----

SUMMARY OF CHARGES FOR INVOICE W10554

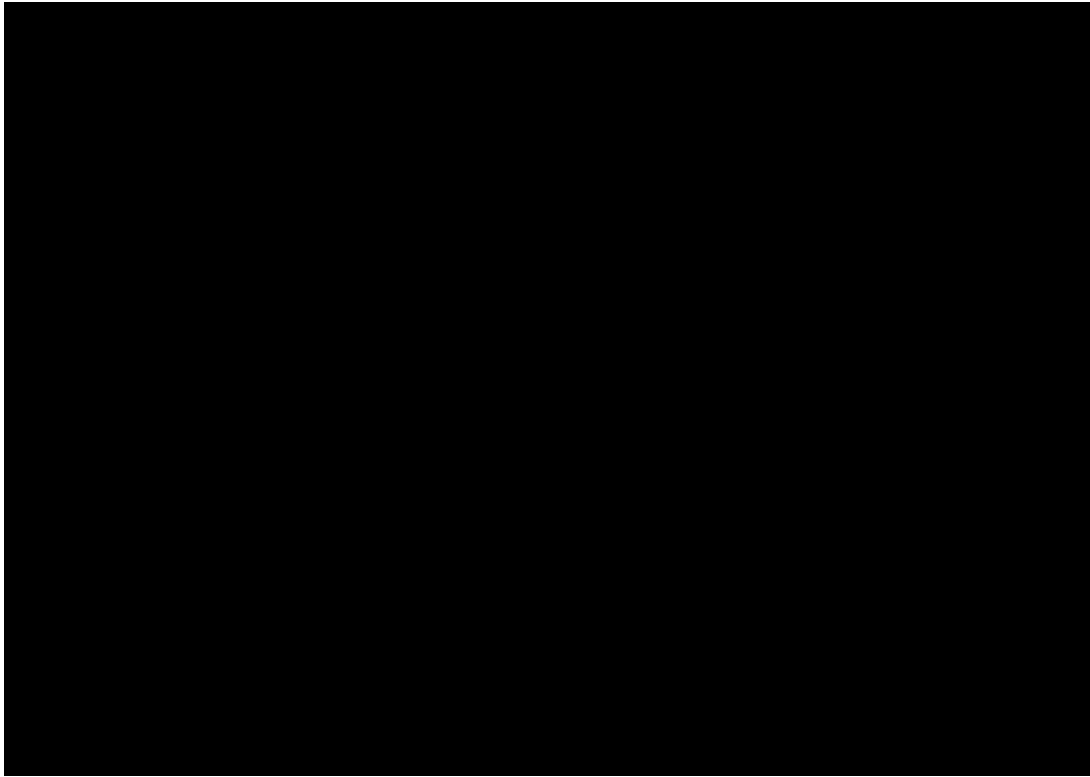
PARTS	718.16
LABOR-MECHANICAL	106.72
TOTAL CHARGE	824.88

PAYMENT DISTRIBUTION FOR INVOICE W10554

TOTAL CHARGE	824.88
FAC WARRANTY	824.88

IF YOU HAVE ANY QUESTIONS - PLEASE SEE HUMBERTO RUELAS

PAGE 3  
LAST PAGE



**Leich, Cherie (C.A.)**

---

**From:** Cpform, D (D.)  
**Sent:** Monday, September 26, 2005 12:20 PM  
**To:** Ordcalp, F (F.)  
**Subject:** Dealer Request For Consumer Affairs Review

**Dealer Request For Consumer Affairs Review**

**Dealership Name:** PARKWAY FORD  
**Requesting Dealer:** PARKWAY FORD  
**Contact Person:** HARLEY LEONARD  
**Telephone:** 336-724-5921  
**Email Address:** HLEONARD@PARKWAYFORD.COM  
**PA Code:** 00905  
**Region:** ATLANTA  
**City:** WINSTON SALEM  
**Dealer State:** NC  
**Fax Number:** 336-631-5785  
**WSD:** 1/31/2005  
**Vehicle Year:** 2005  
**Vehicle Model:** F-150  
**Vehicle VIN:** 1FTRX14W65N [REDACTED]  
**Mileage:** 23300  
**Customer Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** RURAL HALL  
**State:** North Carolina  
**Zip Code:** [REDACTED]  
**Home Phone:** [REDACTED]  
**Work Phone:** [REDACTED]  
**Customer Region:** 21 - Atlanta  
**Incident Involves:** Injury  
**Date of Incident:** 09/23/2005  
**County in which incident occurred:** FORSYTH  
**Is Alleging Defect:** Yes  
**Alleging defect detail:** Drivers air bag deployed while sitting still, cutting right forearm.  
**Police Report Filed:** No  
**Insurance Company Contacted:** Y  
**Insurance Company Advice:** Don't know  
**Insurance Company Contact Information:** State Farm 336-983-8444 Bob Parent  
**Coach Builder:** N/A  
**Coach Builder State:** AK - Alaska  
**Resolution Sought Detail:** At this time customer is asking for a rental vehicle while repairs are being made to his vehicle. All repairs done under warranty.  
**Comments:** This is this customers first visit to parkway ford, vehicle was purchased from regal ford across town. Contact me for more information.

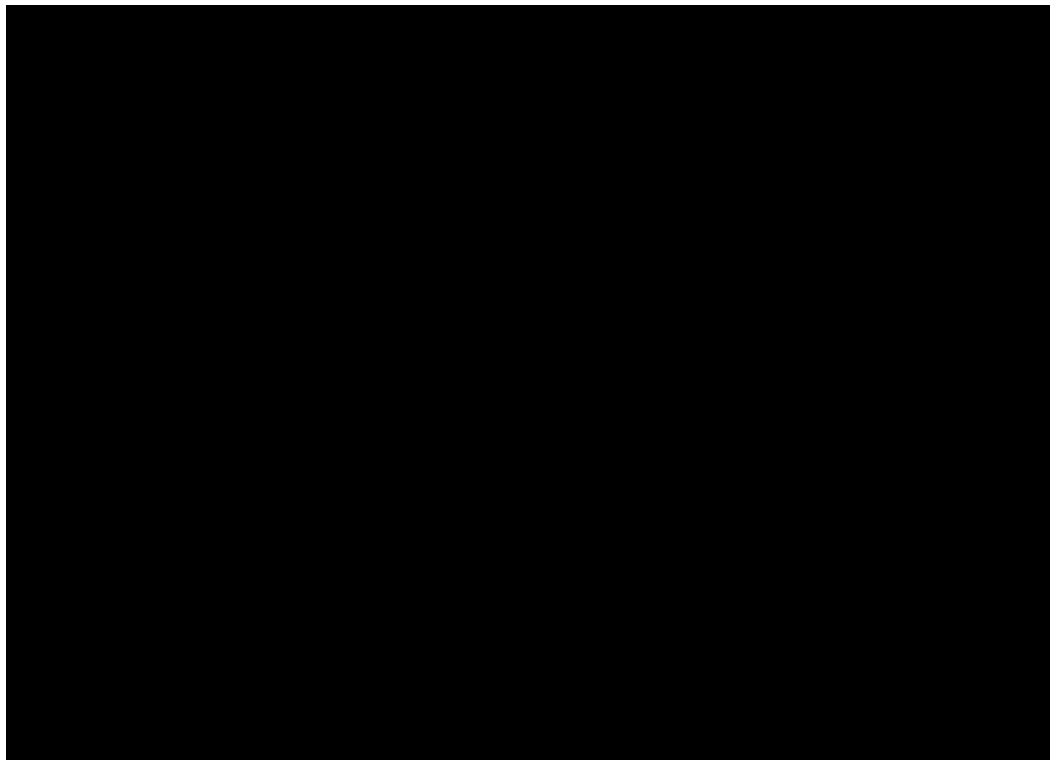
9/26/2005





DM1ACEGA \*\*\* Ford ACES II Prior Approval Log Screen \*\*\* 2007/09/10 13:31:30  
 ==> Aprvl Cd: J057Z Field Cd: \_\_\_\_\_ Log Status: A A=Approve P=Paid  
 Remarks Type: C D=Dealer C=Confidential D=Deny C=Close H=Hold  
 P&A Code: 01091 USA Dlr: Whittle Motor Company, Inc.  
 RO Nbr: 000273 Rpr Seq: 01 Pgm Code: P53 Rpr Date: 2007/09/07  
 VIN: 1FTRX12W05N Odom: M Causal Part: \_\_\_\_\_  
 ESPS Cover Cd: \_\_\_\_\_ Plan: \_\_\_\_\_ Str Mile: \_\_\_\_\_ Str Date: \_\_\_\_\_  
 ESPS Cover St: \_\_\_\_\_ Used: \_\_\_\_\_ Exp Mile: \_\_\_\_\_ Exp Date: \_\_\_\_\_  
 Aprvl Level: \_\_\_\_\_ \*\*\*\*\* INFORMATION ONLY: Y \*\*\*\*\* DAWA Percent  
 Vst/Rqst Amt: \_\_\_\_\_ Parts = \_\_\_\_\_ Parts %: \_\_\_\_\_  
 Rpr/Aprv Amt: 0000959.49 Labor Hrs: 00056.07 = \_\_\_\_\_ Labor %: \_\_\_\_\_  
 NADA/Max Amt: \_\_\_\_\_ Misc Expn: \_\_\_\_\_ = \_\_\_\_\_ Misc %: \_\_\_\_\_  
 Remain Amt: 0000959.49 Loan Days: \_\_\_\_\_ = \_\_\_\_\_  
 \*\*LPA PROVIDED DLR WITH THE APPROVAL CODE FOR AIRBAG RELATED REPAIRS.

Insp Rqst Date: \_\_\_\_\_ Dlr Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Customer Name: \_\_\_\_\_ Model Year: \_\_\_\_\_ Model: \_\_\_\_\_  
 Last Date Paid: \_\_\_\_\_ Claim Pmt Amt: \_\_\_\_\_ WSI: \_\_\_\_\_ Market Code: USA  
 Creator: A. TAYLOR Date: 2007/09/10 Time: 13:31:30  
 F1=Help F2=ESPS Contract F3=End F4=AWA Scale F5=History F6=Repair Detail  
 F7=Prev F8=Next F9=Panel F10=Scroll Rmks F12=Return  
**5112: ADD SUCCESSFUL** LPCVO521



0476021902



DEALER REQUEST FOR CONSUMER AFFAIRS REVIEW

IMPORTANT - DO NOT PERFORM REPAIRS UNTIL AUTHORIZED!

This Form is for RETAIL VEHICLES ONLY, For FLEET VEHICLES call 1-800-343-5338

DEALER INFORMATION: LINC.

Requesting Dealer DON KOTT ~~FORD~~ P&A 11816 Region & State LA/CALIF

Contact Person RICK HOLDERBAUM Phone # (310) 816-2656

CUSTOMER/VEHICLE INFORMATION:

New or Used NEW WSD 2/14/02 Year/Model 2002 MOUNTAINEER

VIN 4M2DU66W02U [REDACTED] Mileage 7406

Customer Name [REDACTED]

Address [REDACTED]

City LOS ANGELES County CA State CA Zip code [REDACTED]

Home Phone [REDACTED] Work Phone [REDACTED]

DETAILS of INCIDENT:

Incident Involves (Circle all that apply): Accident Y/N Fire Y/N Injury Y/N

Medical Attention Sought: Y/N

Date of Incident 7/16/02

Is customer alleging a component defect caused the incident? Y/N If yes, what type & details CUSTOMER STATES SHE LEANED OVER TO CLOSE GLOVE BOX AND DRIVER AIRBAG DEPLOYED

Was a police report filed? Y/N If yes, where

Has the Insurance Company been contacted? Y/N What did the insurance company advise?

Owner's Insurance Company Agent's Name

Insurance Company Phone Number ( )

If the vehicle is a conversion unit, who is the coach builder? NO

City State Zip

RESOLUTION that CUSTOMER is SEEKING:

[Blank lines for resolution]

PROVIDE ADDITIONAL COMMENTS ON A SEPARATE SHEET OF PAPER ATTACHMENTS? Y / N, PAGES:

Fax to: (313) 845-5668, (313) 845-5669 or (313) 845-5555

PLEASE USE THIS SHEET AS ORIGINAL AND DUPLICATE AS NEEDED

==&gt;

VIN: 4M2DU66W02U [REDACTED] Year: 2002 Model: MOUNTAINEER  
 Name: [REDACTED]  
 Trmt: [REDACTED] Case: 476821982  
 Issue Type: 07 LEGAL Issue Status: C ACKNOWLEDG  
 Comm Type: FX FAX Odometer Reading: 7406  
 Dealer: 11816 DON KOTT LINCOLN-MER Odometer Type: MI  
 Symptom Desc: RESTRAINTS AIR BAG SYSTEM DEPL Document Number: \_\_\_\_\_  
 Reason Desc: LEGAL - GENERAL/OTHER Legal Issue Type: \_\_\_\_\_  
 Origin Desc: CONSUMER AFFAIRS - LITIGATION CAN Court Code: \_\_\_\_\_  
 Action Desc: FINAL CASE DISPOSITION CAN Award Code: \_\_\_\_\_  
 Comments: LPA SPOKE WITH SERVICE MANAGER RICK HOLDERBAUM WHO VERIFIED  
 THAT CUSTOMER IS NOT ALLEGING THAT DEPLOYMENT OF AIRBAG  
 RESULTED IN AN ACCIDENT, NOR ARE THEY ALLEGING ANY PERSONAL  
 INJURY. LPA ADVISED RICK THAT MATTER IS ONE FOR THE REGION A  
 ND SHOULD BE TREATED LIKE ANY ALLEGATION OF A COMPONENT  
 FAILURE.

F1=Help F2=ActionList F5=Add F6=DealerInfo  
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=DealerList  
 UPDATE SUCCESSFUL LPRELA31

==>

VIN: 4M2DU66W02U [REDACTED] Year: 2002 Model: MOUNTAINEER  
 Owner Status: ORIGINAL WSD: 02/14/02  
 Name: [REDACTED] Hm Ph: [REDACTED]  
 Trmt: [REDACTED] Case: 476821982 Day Ph: [REDACTED]  
 Symptom Desc: RESTRAINTS AIR BAG SYSTEM DEPLOYMENT  
 Reason Desc: LEGAL - GENERAL/OTHER  
 Dealer: DON KOTT LINCOLN-MERCURY  
 Issue Type: 07 LEGAL Issue Status: O OPEN  
 Comm Type: FX FAX Odometer Reading: 7406 MI  
 Analyst: MKELSEY2 MOLLY KELSEY Document Number:  
 Action Date: 07/19/02 Action Data: N Action Time: 11:40:29 EST  
 Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Action Desc: OPEN LEGAL CONTACT - PRODUCT LIABILITY  
 Comments: \*\*\*\*\* DEALER REQUEST LETTER \*\*\*\*\*  
 REC'D 07/19/02

DEALERSHIP CONTACT: RICK HOLDERBAUM 310 816 2656  
 ALLEGES

F1=Help F2=AddAction F4=PrevAction F5=NextAction F6=ActionData  
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP  
**MORE COMMENTS AVAILABLE**

LPRELA31

==&gt;

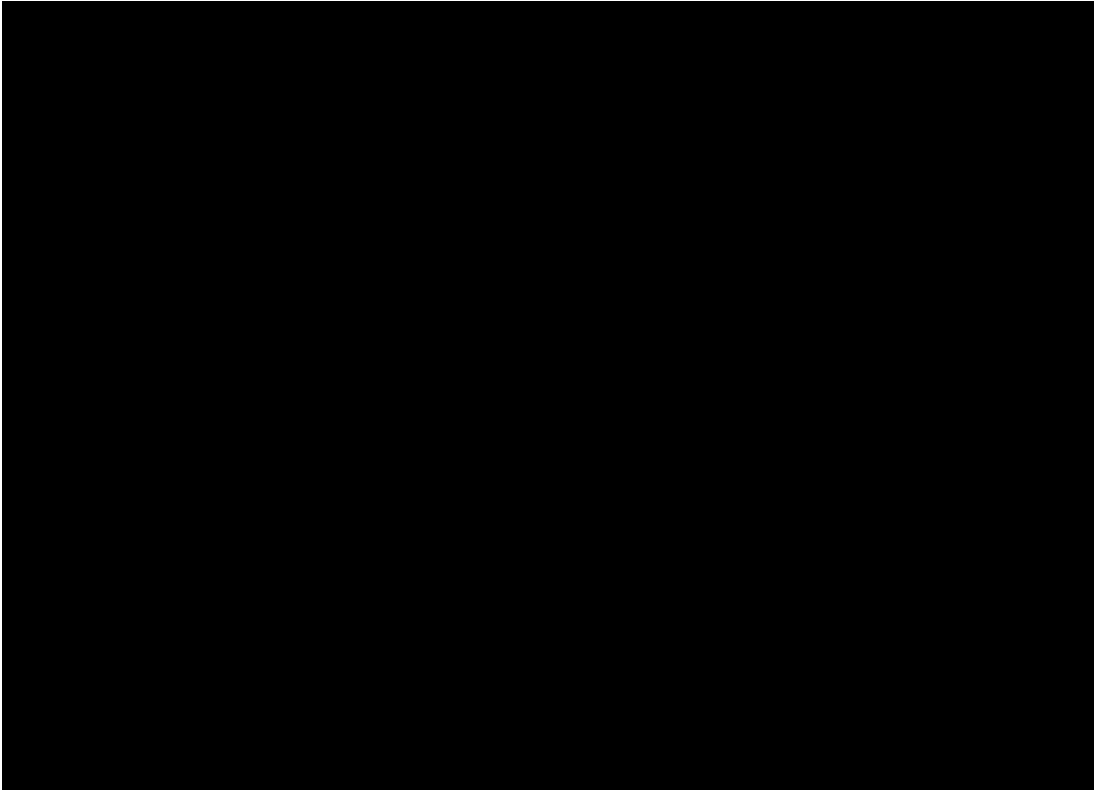
VIN: 4M2DU66W02U [REDACTED] Year: 2002 Model: MOUNTAINEER  
Owner Status: ORIGINAL WSD: 02/14/02  
Name: [REDACTED] Hm Ph: [REDACTED]  
Trmt: [REDACTED] Case: 476821982 Day Ph: [REDACTED]  
Symptom Desc: RESTRAINTS AIR BAG SYSTEM DEPLOYMENT  
Reason Desc: LEGAL - GENERAL/OTHER  
Dealer: DON KOTT LINCOLN-MERCURY  
Issue Type: 07 LEGAL Issue Status: O OPEN  
Comm Type: FX FAX Odometer Reading: 7406 MI  
Analyst: MKELSEY2 MOLLY KELSEY Document Number:  
Action Date: 07/19/02 Action Data: N Action Time: 11:40:29 EST  
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
Action Desc: OPEN LEGAL CONTACT - PRODUCT LIABILITY  
Comments:

CUSTOMER ALLEGES HIS AIR BAG IS DEFECTIVE.

\*\*CUSTOMER REQUESTS A FORD REPRESENTATIVE CONTACT HIM TO  
DISCUSS THIS MATTER.\*\*

F1=Help F2=AddAction F4=PrevAction F5=NextAction F6=ActionData  
F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP  
**NO MORE COMMENTS AVAILABLE**

LPRELA31



MARSH, RICKARD & BRYAN, P.C.

ATTORNEYS AT LAW  
800 SHADES CREEK PARKWAY  
SUITE 600-D  
BIRMINGHAM, ALABAMA 35209

DAVID H. MARSH  
JEFFREY C. RICKARD  
NAT BRYAN  
MICHAEL K. BEARD  
SUSAN J. SILVERNAIL  
THOMAS M. POWELL  
ALAN B. LASSETER  
HENRY CORNELIUS  
BRANDON K. ESSIG

TELEPHONE 205/879-1981  
FAX 205/879-1986  
E-MAIL: attys@mrblaw.com  
www.mrblaw.com

January 23, 2004

OF COUNSEL:  
REBECCA KIRKLAND

VIA FACSIMILE & U.S. MAIL

Ms. Erica Smith  
Legal Analyst  
Ford Motor Company  
P.O. Box 6248  
Dearborn, Michigan 48126

4  
JAN 27 AM 1:33

CONSUMER AFFAIRS  
SECTION

Re: [REDACTED]  
Your File Number 381862833

Dear Ms. Smith:

This firm represents the [REDACTED] in connection with the above-referenced matter. I trust by now that you have had an opportunity to review my letter of January 22, 2004. I am writing in the hopes of resolving one component of this claim immediately – repair of the [REDACTED] Explorer.

You may know from review of your company's file that the Explorer's airbag deployed suddenly in October 2003, while the vehicle was at rest in a parking lot. We understand that Ford has determined that a manufacturing defect involving a screw and wire led to a short which triggered the deployment. Since October 2003, my clients have not had the use of their vehicle, for which they have continued to pay approximately \$569/month to Ford Motor Credit. I understand that they have not been late or missed one payment during this time.

The Explorer was used principally by [REDACTED] to drive back and forth to her job as an RN at a local hospital, where she works the night shift. [REDACTED] round trip commute is 60 miles. No longer having their Ford, the [REDACTED] had to take immediate action so that [REDACTED] could continue to get back and forth to work, at night. To this end, [REDACTED] had to refurbish and make road-safe an old work Jeep that he had. This cost him approximately \$1,200. Unfortunately, the engine in this Jeep is now at the end of its life and he is about to have to spend another \$1,700 to rebuild an old engine to put in the Jeep so that his wife can continue to be able to safely get to work and back each night, without being stranded on the highway.



January 23, 2004

Page 2

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We request that Ford immediately contact us to discuss the immediate repair of the vehicle. In order to move forward as quickly as possible, we need to discuss the following.

We will need to be present at the Ernest McCarty Ford dealership where the repair will presumably take place. This is so that we can have one of our employees photograph and/or videotape the repair process. We will need to have a chance to inspect the vehicle before the repairs begin. Also, we will need to have written certification from Ford that, after Ford's repair, the defect has been repaired so that the airbag will not re-deploy, and that the car has now been made road-safe. We also request that any parts, sensors, wires, or any other devices removed from the vehicle be retained by us, as they were purchased by the [REDACTED] when the purchased the vehicle. This also applies to the airbag, sensor, and any other equipment removed by the dealership and sent to Ford already, i.e., these things also belong to the [REDACTED] and we request that they be returned to us immediately.

I sincerely hope that we can resolve this limited aspect of the [REDACTED] claim quickly. As I stated at the beginning of this letter, the [REDACTED] have already paid \$569/month for approximately four months, and have incurred additional expense, to include the \$1,200 to make the work Jeep road worthy. If we are unable to reach quick resolution of this issue, the [REDACTED] will be forced to incur another \$1,700 in expense. All of this will eventually become Ford's responsibility and it seems only logical that Ford would want to control these expenses immediately.

Finally, as I have told your colleague, [REDACTED] has not reached MMI and thus will not be able to sign any kind of document releasing Ford from liability for her medical injuries. She is still treating and once her medical picture becomes more clear, we will be able to discuss resolution of that part of the case.

Very truly yours,

  
Henry Cornelius

All Action Details for Issue

Print

VIN: 1FMZU63E722 [REDACTED] Year: 2002 Model: EXPLORER Case: 381862833  
 Name: [REDACTED] Owner Status: Original WSD: 2002-06-11  
 Symptom Desc: RESTRAINTS AIR BAG SYSTEM DEPLOYMENT Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ALLEGED - NON-SERIOUS INJURY Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: INJURY; ADVISE CUST INFORMATION WILL BE FORWARDED TO CONSUMER AFF  
 Dealer: 00262 ERNEST MCCARTY FORD INC Origin Desc: US CONCERN CASE BASE  
 Odometer: 24000 MI Comm Type: PHONE  
 Analyst Name: KATHY HARDING Analyst: KHARDING  
 Action Date: 10/10/2003 Action Time: 10.36.09.091 Action Data: No

Comments CUSTOMER SAYS: VEH CONCERN ~HAD AN ACCIDENT ~THE DAY BEFORE YESTERDAY, WIFE STARTED VEH AFTER LEAVING THE SHOPPING MALL, WIFE PUT THE KEY IN THE IGNITION AND TURNED VEH ON - AIR BAG DEPLOYED ~WIFE WAS KNOCKED UNCONSCIOUS ~WIFE WAS STANDING OUTSIDE WHEN SHE TURNED VEH ON AND AIR BAG DEPLOYED HITTING HER IN THE SIDE OF THE HEAD - CAUSING DAMAGE TO EAR DRUM ~WIFE WAS TAKEN TO HOSPITAL BY AMBULANCE AND IS SEEING A SPECIALIST FOR DAMAGE TO EAR DRUM AND MAJOR HEADACHES ~FIRE DEPT CAME AND DID A REPORT - AMBULANCE TOOK HER TO HOSPITAL ~IS CONCERNED WITH THE FACT THE AIRBAG DEPLOYED FOR NO UNKNOWN REASON ~HAS CONTACTED INSURANCE COMPANY AND WAS INSTRUCTED TO TAKE VEH TO FORD DLR FOR DIAGNOSIS ~CALLING TO INFORM FORD OF SITUATION [REDACTED] CELL PHONE NUMBER PER CUSTOMER, DEALER SAYS: NONE CAC ADVISED: - THIS INFO WILL BE FORWARDED TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY WILL CONTACT IN TWO BUSINESS DAYS. ~ADVISED CUST THAT CONTACT HAS BEEN FORDWARDED TO LEGAL OFFICES FOR FURTHER REVIEW ~ADVISED CUST HTAT IT DOES TAKE APPROX 5 TO 7 BUSINESS DAYS FOR A CALL BACK REGARDING CONCERN INFERENCE CASE ID: 5341

Action: MAKE OUTBOUND CALL TO CUSTOMER  
 Dealer: 00262 ERNEST MCCARTY FORD INC Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 24000 MI Comm Type: PHONE  
 Analyst Name: JACKSON,CELESTE (C.) Analyst: CJACKS84  
 Action Date: 10/13/2003 Action Time: 15.24.38.169 Action Data: Yes

Comments LPA COMMENTS: NONE

Data Element Name	Data Value
CONTACT PERSON	MICHAEL MOORE

**Action:** REDIRECT TO OTHER**Dealer:** 00262 ERNEST MCCARTY FORD INC**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION**Odometer:** 24000 MI**Comm Type:** PHONE**Analyst Name:** JACKSON,CELESTE (C.)**Analyst:** CJACKS84**Action Date:** 10/13/2003**Action Time:** 15.25.24.063**Action Data:** No

**Comments** LPA COMMENTS: CUSTOMER STATED THAT HE HAS AN ATTORNEY. NO FURTHER INFORMATION PROVIDED. NO LETTER SENT DUE TO ATTORNEY INVOLVEMENT.

**Action:** UPDATE/ADDCO CASE**Dealer:** 00262 ERNEST MCCARTY FORD INC**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION**Odometer:** 24000 MI**Comm Type:** PHONE**Analyst Name:** JACKSON,CELESTE (C.)**Analyst:** CJACKS84**Action Date:** 10/20/2003**Action Time:** 12.44.30.683**Action Data:** No

**Comments** LPA COMMENTS: RECEIVED DEALER REQUEST FROM S/M MIKE ASHE REGARDING CUSTOMER'S ALLEGED INADVERTENT AIRBAG DEPLOYMENT. LPA ADVISED MIKE THAT THE CUSTOMER ADVISED US THAT HE HAS RETAINED AN ATTORNEY AND TO CONTINUE WORKING WITH THE CUSTOMER'S INSURANCE COMPANY AS NORMAL.

**Action:** UPDATE/ADDCO CASE**Dealer:** 00262 ERNEST MCCARTY FORD INC**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION**Odometer:** 24000 MI**Comm Type:** PHONE**Analyst Name:** JACKSON,CELESTE (C.)**Analyst:** CJACKS84**Action Date:** 11/05/2003**Action Time:** 10.41.52.254**Action Data:** No

**Comments** LPA COMMENTS: RECEIVED A CALL FROM CSM JUSTINE MCNEAL @ 678 358-8509 STATING THAT THE DEALERSHIP ADVISED HER THAT THE VEHICLE WAS STILL SITTING. STATES THAT NEITHER THE INSURANCE COMPANY, THE ATTORNEY, NOR THE CUSTOMER HAS GIVEN ANY INSTRUCTIONS ON HOW TO PROCEED. SPOKE WITH SVR. MGR. MIKE ASHE AND HE CONFIRMED THAT NO ONE HAS ADVISED THEM ON HOW TO PROCEED WITH THE VEHICLE. LPA CALLED AND SPOKE WITH CUSTOMER AND HE AGAIN REFERRED ME TO HIS ATTORNEY AND PROVIDED ATTORNEY NAME AND NUMBER; JAMES GREEN @ 2056210301. STATES THAT HE REALLY DOESN'T KNOW WHAT'S GOING ON. STATES THAT HE BELIEVES HIS ATTORNEY IS GATHERING INFORMATION BEFORE TAKING ACTION. CUSTOMER MENTIONED THAT HIS WIFE IS ALLEGEDLY EXPERIENCING HEADACHES AND EAR PROBLEMS. ALLEGES THAT SHE WILL BE GOING BACK TO THE DOCTOR SOON. LPA CALLED ATTORNEY AND LEFT V-MAIL MESSAGE REQUESTING A RETURN PHONE CALL. LPA ADVISED CUSTOMER AS PER HIS REQUEST.

**Action:** UPDATE/ADDCO CASE**Dealer:** 00262 ERNEST MCCARTY FORD INC**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION**Odometer:** 24000 MI**Comm Type:** PHONE**Analyst Name:** DUNLAP, KENISHA**Analyst:** KDUNLAP**Action Date:** 11/13/2003**Action Time:** 11.06.57.454**Action Data:** No

**Comments** LPA COMMENTS: NO RETURN CALL FROM CUSTOMER'S ATTORNEY. CASE HAS BEEN RE-FILED. PER CELESTE JACKSON.

**Action:** INFORMATIONAL CALL/FAX WITH CUSTOMER

**Dealer:** 00262 ERNEST MCCARTY FORD INC

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

**Odometer:** 24000 MI

**Comm Type:** PHONE

**Analyst Name:** DUNLAP, KENISHA

**Analyst:** KDUNLAP

**Action Date:** 12/04/2003

**Action Time:** 15.39.01.738

**Action Data:** No

**Comments** LPA CONTACTED CUSTOMER. CUSTOMER STATED THAT SHE WANTS TO BE PLACED INTO A VEHICLE WHILE THIS SITUATION IS BEING HANDLED AND THAT SHE IS SEEKING ASSISTANCE WITH MEDICAL BILLS. CUSTOMER STATED THAT HER MEDICAL BILLS ARE CURRENTLY AT ABOUT \$5000. LPA ADVISED CUSTOMER THAT HER CASE IS ONE THAT WOULD BE HANDLED BY OGC AND THAT SHE SHOULD WORK WITH DEALER WITH REGARD TO A LOANER VEHICLE. LPA MAILED CUSTOMER PERSONAL INJURY LETTER ON 12/4/03. LPA AWAITING REQUESTED DOCUMENTS BEFORE FORWARDING CASE TO OGC.

---

**Action:** INFORMATIONAL CALL/FAX WITH OTHER PARTY

**Dealer:** 00262 ERNEST MCCARTY FORD INC

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

**Odometer:** 24000 MI

**Comm Type:** PHONE

**Analyst Name:** DUNLAP, KENISHA

**Analyst:** KDUNLAP

**Action Date:** 12/04/2003

**Action Time:** 15.40.28.946

**Action Data:** No

**Comments** LPA CONTACTED DM, BOB LOUVIS, REGARDING CASE. LPA ADVISED DM THAT CASE WOULD BE FORWARDED TO OGC.

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**Action:** UPDATE/ADDCO CASE

**Dealer:** 00262 ERNEST MCCARTY FORD INC

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

**Odometer:** 24000 MI

**Comm Type:** MAIL

**Analyst Name:** DUNLAP, KENISHA

**Analyst:** KDUNLAP

**Action Date:** 12/05/2003

**Action Time:** 08.56.05.801

**Action Data:** No

**Comments** LPA HELD OFF IN MAILING PERSONAL INJURY LETTER. TO DATE NO CORRESPONDENCE MAILED TO CUSTOMER.

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**Action:** INFORMATIONAL CALL/FAX WITH OTHER PARTY

**Dealer:** 00262 ERNEST MCCARTY FORD INC

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

**Odometer:** 24000 MI

**Comm Type:** PHONE

**Analyst Name:** DUNLAP, KENISHA

**Analyst:** KDUNLAP

**Action Date:** 12/05/2003

**Action Time:** 08.57.30.185

**Action Data:** No

**Comments** LPA RECEIVED VOICEMAIL FROM DM, BOB LOUVIS, ON 12/4/03.

**Action:** REQUEST FOR VEHICLE INSPECTION - DEALER

**Dealer:** 00262 ERNEST MCCARTY FORD INC

**Odometer:** 24000 MI

**Analyst Name:** DUNLAP, KENISHA

**Action Date:** 12/05/2003

**Comm Type:** PHONE

**Analyst:** KDUNLAP

**Action Time:** 13.47.34.878

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

**Action Data:** No

**Comments** LPA FAXED SM MICHAEL ASHE INSPECTION REQUEST FORM REQUESTING THAT HE PULL THE VEHICLE'S AIRBAG MODULE AND PROVIDE CODES, DESCRIPTION AND PHOTOS. LPA CONTACTED DM, BOB LOUVIS, AND ADVISED HIM OF SAME. LPA AWAITING INSPECTION RESULTS.

**Action:** CREATE CLOSED INFO CONTACT

**Dealer:** 00262 ERNEST MCCARTY FORD INC

**Odometer:** 24000 MI

**Analyst Name:** DUNLAP, KENISHA

**Action Date:** 12/08/2003

**Comm Type:** OTHER

**Analyst:** KDUNLAP

**Action Time:** 09.31.20.568

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

**Action Data:** No

**Comments** LPA WILL CONTINUE TO WORK CASE IN CLOSED STATUS.

**Action:** UPDATE/ADDCO CASE

**Dealer:** 00262 ERNEST MCCARTY FORD INC

**Odometer:** 24000 MI

**Analyst Name:** DUNLAP, KENISHA

**Action Date:** 12/08/2003

**Comm Type:** FAX

**Analyst:** KDUNLAP

**Action Time:** 13.58.13.985

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

**Action Data:** No

**Comments** LPA RECEIVED FAX FROM CHARLIE WALL OF MCCARTY FORD. LPA CONTACTED CHARLIE AND MICHAEL ASHE BECAUSE DIGITAL PICTURES ARE MISSING AS WELL AS OTHER PERTINENT INFORMATION REQUESTED IN INSPECTION REQUEST FORM. MICHAEL STATED THAT HE IS WORKING ON IT AND WILL HAVE THE PICTURES E-MAILED TO ME SOON.

**Action:** UPDATE/ADDCO CASE

**Dealer:** 00262 ERNEST MCCARTY FORD INC

**Odometer:** 24000 MI

**Analyst Name:** DUNLAP, KENISHA

**Action Date:** 12/10/2003

**Comm Type:** PHONE

**Analyst:** KDUNLAP

**Action Time:** 10.38.27.743

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

**Action Data:** No

**Comments** LPA SPOKE WITH AIR BAG SPECIALIST RICK RUTH REGARDING AIR BAG CODES. RICK WANTS MODULE PULLED AND MAILED TO AUTOLIV ELECTRONICS. LPA CONTACTED THE DEALER SM AND ADVISED OF SAME. ALSO ADVISED THE DEALER SM TO PULL PARAMETER IDENTIFICATIONS BEFORE REMOVING THE MODULE. SM STATED THAT HE WOULD SEND MODULE OUT. LPA CONTACTED CUSTOMER TO UPDATE ON STATUS OF VEHICLE. CUSTOMER STATED SHE WOULD LIKE TO BE PLACED IN A LOANER VEHICLE. LPA RESEARCHING HOW LONG IT WILL TAKE FOR AUTOLIV TO INSPECT MODULE BEFORE PLACING CUSTOMER IN LOANER VEHICLE.

**Action:** UPDATE/ADDCO CASE  
**Dealer:** 00262 ERNEST MCCARTY FORD INC  
**Odometer:** 24000 MI  
**Analyst Name:** DUNLAP, KENISHA  
**Action Date:** 12/10/2003

**Comm Type:** PHONE  
**Analyst:** KDUNLAP  
**Action Time:** 14.04.30.254

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION  
**Action Data:** No

**Comments** LPA RECEIVED TEAM LEADER APPROVAL TO PROVIDE CUSTOMER WITH A LOANER VEHICLE FOR \$28 A DAY WITH A CAP OF 30 DAYS. LPA CONTACTED DEALER WITH AFORE-MENTIONED INFORMATION.

**Action:** UPDATE/ADDCO CASE  
**Dealer:** 00262 ERNEST MCCARTY FORD INC  
**Odometer:** 24000 MI  
**Analyst Name:** DUNLAP, KENISHA  
**Action Date:** 01/06/2004

**Comm Type:** PHONE  
**Analyst:** KDUNLAP  
**Action Time:** 14.53.08.889

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION  
**Action Data:** No

**Comments** LPA HAD CONVERSATION WITH RICK RUTH. RICK ADVISED THAT AUTOLIV ELECTRONICS AMERICA FOUND NO DEFECT WITH AIRBAG MODULE. AIRBAG WAS NOT COMMANDED TO DEPLOY. RICK RUTH AND LPA CONTACTED MIKE ASHE AT ERNEST MCCARTY FORD AND ASKED TO INSPECT FOR WIRING SHORTAGES. MIKE ASHE CONTACTED LPA AND ADVISED THAT A WIRING SHORTAGE WAS FOUND. LPA CONTACTED JUDY IN OGC BEFORE PROCEEDING.

**Action:** UPDATE/ADDCO CASE  
**Dealer:** 00262 ERNEST MCCARTY FORD INC  
**Odometer:** 24000 MI  
**Analyst Name:** DUNLAP, KENISHA  
**Action Date:** 01/08/2004

**Comm Type:** PHONE  
**Analyst:** KDUNLAP  
**Action Time:** 09.35.44.451

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION  
**Action Data:** No

**Comments** LPA CONTACTED CUSTOMER AND OFFERED REPAIR TO WIRING SYSTEM AND NEW AIRBAG MODULE. LPA ALSO MAILED PERSONAL INJURY LETTER ON 1/8/04. CUSTOMER STATED HE WAS UNSURE OF WHETHER TO ACCEPT OFFER AND REQUESTED LPA CONTACT HIM ON 1/9/04.

**Action:** UPDATE/ADDCO CASE  
**Dealer:** 00262 ERNEST MCCARTY FORD INC  
**Odometer:** 24000 MI  
**Analyst Name:** DUNLAP, KENISHA  
**Action Date:** 01/09/2004

**Comm Type:** PHONE  
**Analyst:** KDUNLAP  
**Action Time:** 11.52.47.179

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION  
**Action Data:** No

**Comments** LPA CONTACTED CUSTOMER ON 1/9/04. CUSTOMER STILL NO DEFINITIVE ANSWER WITH REGARDS TO OFFER FROM FORD. LPA ADVISED THAT PERSONAL INJURY LETTER HAD BEEN MAILED AND THAT LOANER VEHICLE WOULD BE DUE TO DEALER ON 1/10/04.

**Action:** UPDATE/ADDCO CASE

**Dealer:** 00262 ERNEST MCCARTY FORD INC

**Odometer:** 24000 MI

**Analyst Name:** DUNLAP, KENISHA

**Action Date:** 01/14/2004

**Comm Type:** PHONE

**Analyst:** KDUNLAP

**Action Time:** 11.31.22.852

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

**Action Data:** No

**Comments** LPA RECEIVED VOICE MAIL FROM ATTORNEY HENRY CORNELIUS. LPA CONTACTED CUSTOMER AND ADVISED THAT OFFER FOR REPAIR IS STILL VALID AND THAT ATTORNEY WOULD HAVE TO SUBMIT FORMAL DOCUMENTATION STATING THAT HE REPRESENTED THE MOORE'S.

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**Action:** UPDATE/ADDCO CASE

**Dealer:** 00262 ERNEST MCCARTY FORD INC

**Odometer:** 24000 MI

**Analyst Name:** DUNLAP, KENISHA

**Action Date:** 01/20/2004

**Comm Type:** PHONE

**Analyst:** KDUNLAP

**Action Time:** 10.09.21.464

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

**Action Data:** No

**Comments** CUSTOMER ATTORNEY CONTACTED LPA. LPA ADVISED THAT WAS NOT OBLIGATED TO DISCUSS CASE WITH ATTORNEY. LPA PROVIDED FAX NUMBER AND MAILING ADDRESS TO ATTORNEY. CASE NOW FILED AS CUSTOMER IS REPRESENTED BY LEGAL COUNSEL.

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EA10-001

FORD

05/14/2010

Appendix E



Model Year	Model	VIN	Report Date	Mileage	Cat	Source	Inquiry	Alleged Accident	Alleged Fire	Alleged Injury	Alleged Fatality
2005	F-150	1FTPX12595N	11/22/05	45000	A1	MORS III	EA10-001			1	0
2005	F-150	1FTPX14525N	07/21/06	29912	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRF12215N	05/20/05	6910	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRF12W05N	11/08/07	78000	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRF12W05N	03/05/07	20047	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRF12W35N	03/14/08	55640	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRF12W45N	07/21/06	34903	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRF12W75N	02/27/07	30162	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRF12W85N	01/02/08	42436	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRF12WX5N	10/30/07	77970	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRX02W25K	05/28/09	73730	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRX12W05N	03/02/07	37616	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRX12W25N	05/23/07	36037	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRX12W25N	10/25/07	58205	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRX12W35N	10/08/07	24772	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRX12W95N	11/15/07	140000	A1	MORS III	EA10-001			1	0
2005	F-150	1FTRX14W65N	09/26/05	23300	A1	MORS III	EA10-001			1	0
2005	F-150	1FTPW12505K	08/01/05	5000	B1	MORS III	EA10-001			1	0
2004	F-150	1FTPW12554K	06/19/09	119000	B1	MORS III	EA10-001			1	0
2005	F-150	1FTPX12525N	11/07/08	70000	B1	MORS III	EA10-001			1	0
2005	F-150	1FTPX12555N	05/04/09	116000	B1	MORS III	EA10-001			1	0
2005	F-150	1FTPX12565N	11/03/06	12423	B1	MORS III	EA10-001			1	0
2005	F-150	1FTPX125X5N	10/20/06	56876	B1	MORS III	EA10-001			1	0
2005	F-150	1FTRF12235N	03/16/07	70392	B1	CQIS	EA10-001			1	0
2005	F-150	1FTRF12275N	11/21/07	16715	B1	MORS III	EA10-001			1	0
2006	F-150	1FTRF12276N	06/21/07	17000	B1	MORS III	EA10-001			1	0
2005	F-150	1FTRF12285N	07/16/09	47692	B1	MORS III	EA10-001			1	0
2005	F-150	1FTRF12295N	10/18/07	50036	B1	MORS III	EA10-001			1	0
2005	F-150	1FTRF12W05N	07/07/08	67146	B1	CQIS	EA10-001			1	0
2005	F-150	1FTRF12W25N	05/14/07	24000	B1	MORS III	EA10-001			1	0
2004	F-150	1FTRW12W94K	11/27/07	90000	B1	MORS III	EA10-001			1	0
2004	F-150	1FTRW12WX4K	06/21/04	11605	B1	MORS III	EA10-001			1	0
2005	F-150	1FTRX12W05N	08/22/07	57000	B1	MORS III	EA10-001			1	0
2005	F-150	1FTRX12W25N	10/25/06	33000	B1	MORS III	EA10-001			1	0
2005	F-150	1FTRX14W65N	12/18/06	42000	B1	MORS III	EA10-001			1	0
2005	F-150	1FTVF12585N	03/13/08	1	B1	MORS III	EA10-001			1	0
2004	F-150	1FTPW12524K	10/06/09	100000	C	MORS III	EA10-001			1	0

Model Year	Model	VIN	Report Date	Mileage	Cat	Source	Inquiry	Alleged Accident	Alleged Fire	Alleged Injury	Alleged Fatality
2004	F-150	1FTPW12564K	01/29/10	86000	C	MORS III	EA10-001			1	0
2004	F-150	1FTPW125X4K	03/01/10	119412	C	MORS III	EA10-001			1	0
2005	F-150	1FTPW14525K	03/04/10	99934	C	MORS III	EA10-001			1	0
2004	F-150	1FTPW14564K	02/02/10	104000	C	MORS III	EA10-001			1	0
2005	F-150	1FTPX12525N	06/02/09	50000	C	MORS III	EA10-001			1	0
2005	F-150	1FTPX12525N	06/02/09	60000	C	MORS III	EA10-001			1	0
2005	F-150	1FTPX14515N	06/23/09	53800	C	MORS III	EA10-001			1	0
2005	F-150	1FTPX14535N	08/22/08	46000	C	MORS III	EA10-001			1	0
2005	F-150	1FTPX14555K	11/28/08	70000	C	MORS III	EA10-001			1	0
2005	F-150	1FTPX14575N	06/29/09	120000	C	MORS III	EA10-001			1	0
2006	F-150	1FTPX14576N	01/06/10	75063	C	MORS III	EA10-001			1	0
2005	F-150	1FTPX145X5N	10/26/09	100000	C	MORS III	EA10-001			1	0
2005	F-150	1FTRF02235K	09/11/08	55000	C	MORS III	EA10-001	Y		1	0
2004	F-150	1FTRF04584K	07/07/08	102041	C	MORS III	EA10-001			1	0
2005	F-150	1FTRF12225N	01/18/06	21513	C	MORS III	EA10-001			1	0
2005	F-150	1FTRF12225N	09/28/09	82000	C	MORS III	EA10-001			1	0
2005	F-150	1FTRF12235N	10/30/08	51000	C	MORS III	EA10-001			1	0
2005	F-150	1FTRF12265N	02/03/09	61000	C	MORS III	EA10-001			1	0
2005	F-150	1FTRF12285N	09/10/08	37500	C	MORS III	EA10-001			1	0
2005	F-150	1FTRF12295N	10/09/08	32000	C	MORS III	EA10-001			1	0
2005	F-150	1FTRF12W45N	11/24/09	69969	C	MORS III	EA10-001			1	0
2005	F-150	1FTRF12W75N	07/29/08	42000	C	MORS III	EA10-001			1	0
2005	F-150	1FTRF14535N	05/12/09	55149	C	MORS III	EA10-001			1	0
2004	F-150	1FTRW12W34K	11/18/08	57000	C	MORS III	EA10-001			1	0
2005	F-150	1FTRW12W55K	10/15/07	66000	C	MORS III	EA10-001			1	0
2005	F-150	1FTRW12W55K	07/02/09	51000	C	MORS III	EA10-001			1	0
2005	F-150	1FTRW12W65K	03/25/09	60000	C	MORS III	EA10-001			1	0
2005	F-150	1FTRW12W85K	09/02/09	55147	C	MORS III	EA10-001			1	0
2005	F-150	1FTRX12W05N	11/04/08	36000	C	MORS III	EA10-001			1	0
2006	F-150	1FTRX12W06F	08/12/09	109176	C	MORS III	EA10-001			1	0
2005	F-150	1FTRX12W15N	12/23/08	35161	C	MORS III	EA10-001			1	0
2005	F-150	1FTRX12W25N	04/24/09	37000	C	MORS III	EA10-001			1	0
2006	F-150	1FTRX12W36K	08/12/09	30000	C	MORS III	EA10-001			1	0
2005	F-150	1FTRX12W55N	08/27/09	160000	C	MORS III	EA10-001			1	0
2005	F-150	1FTRX12W85N	11/16/09	125000	C	MORS III	EA10-001			1	0
2005	F-150	1FTRX12W95N	03/03/09	66000	C	MORS III	EA10-001			1	0
2005	F-150	1FTRX14W25F	02/23/09	71000	C	MORS III	EA10-001			1	0

Model Year	Model	VIN	Report Date	Mileage	Cat	Source	Inquiry	Alleged Accident	Alleged Fire	Alleged Injury	Alleged Fatality
2005	F-150	1FTRX14W75N [REDACTED]	06/11/09	58000	C	MORS III	EA10-001			1	0
2004	Explorer	1FMZU72KX4Z [REDACTED]	10/20/06	19,182	A1	MORS III	EA10-001			1	0
2003	Explorer	1FMDU63K13Z [REDACTED]	5/20/09	99,000	B1	MORS III	EA10-001			1	0
2004	Explorer	1FMDU75K04U [REDACTED]	5/23/05	29,000	B1	MORS III	EA10-001			1	0
2002	Explorer	1FMZU63E32U [REDACTED]	8/20/02	3,659	B1	MORS III	EA10-001			1	0
2002	Explorer	1FMZU63E72Z [REDACTED]	1/23/04	24,000	B1	MORS III	EA10-001			1	0
2002	Explorer	1FMZU73E92U [REDACTED]	4/4/06	43,000	B1	MORS III	EA10-001			1	0
2003	Explorer	1FMZU73K13Z [REDACTED]	9/25/08	124,000	B1	MORS III	EA10-001			1	0
2002	Explorer	1FMZU73W42Z [REDACTED]	8/4/08	93,013	B1	MORS III	EA10-001			1	0
2002	Explorer	1FMZU72E72Z [REDACTED]	9/16/02	1	B4	MORS III	EA10-001			1	0
2004	Mountaineer	4M2DU86W04Z [REDACTED]	12/16/08	64,000	B1	MORS III	EA10-001			1	0
2003	Aviator	5LMEU78H33Z [REDACTED]	10/31/08	84,000	B1	MORS III	EA10-001			1	0
2004	Aviator	5LMEU68H94Z [REDACTED]	3/3/10	70,000	B1	MORS III	EA10-001			1	0

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Appendix F1

## Lawsuits and Claims Log

Case_No	Type	Owner_Name	Owner_Address	Owner_Phone	VIN	Make	Model	Mdl Yr	Mileage	Incident Date	Notice Date	Alleged Crash	Alleged Fire	Alleged Property Damage	Alleged Injury	Alleged Fatalities	Category	Duplicate
D004730	Claim		SACRAMENTO, CA		5LMEU78H33Z	Lincoln	Aviator	2003	84000	10/29/2008	11/03/2008	N	N	N	1	0	B1	MORS
D010289	Claim		LAKE JACKSON, TX		5LMEU68H03Z	Lincoln	Aviator	2003	60048	03/08/2009	04/17/2009	N	N	N	1	0	B1	--
D022682	Claim		LAKE CHARLES, LA		5LMEU68H94Z	Lincoln	Aviator	2004	72318	02/24/2010	03/04/2010	N	N	N	1	0	B1	MORS
475581	Claim		CHARLOTTE, NC		1FMZU74E32Z	Ford	Explorer - 4 Door	2002	16425	11/22/2002	01/29/2003	N	N	N	1	0	A1	--
536181	Claim		FORT WORTH, TX		1FMZU72KX4Z	Ford	Explorer - 4 Door	2004	19182	10/13/2006	01/05/2007	N	N	N	1	0	A1	MORS
483801	Suit		COCO BEACH, PR		1FMZU62EX2U	Ford	Explorer - 4 Door	2002	4281	02/18/2002	06/23/2003	N	N	N	2	0	B1	--
499864	Suit		BALDWIN PARK, CA		1FMZU63E32U	Ford	Explorer - 4 Door	2002	3659	07/25/2002	07/27/2004	N	N	N	1	0	B1	MORS
D001833	Claim		WASHINGTON, DC		1FMZU73W42Z	Ford	Explorer - 4 Door	2002	93013	07/29/2008	08/05/2008	N	N	N	1	0	B1	MORS
D003183	Claim		ROCHESTER, NY		1FMZU74W52Z	Ford	Explorer - 4 Door	2002	74197	09/01/2008	09/12/2008	N	N	N	1	0	B1	--
D003602	Claim		NEW BOSTON, MI		1FMZU73K13Z	Ford	Explorer - 4 Door	2003	124000	09/24/2008	09/29/2008	N	N	N	1	0	B1	MORS
D010303	Claim		VIOLET, LA		1FMDU67K94U	Ford	Explorer - 4 Door	2004	66400	04/13/2009	04/17/2009	N	N	Y	2	0	B1	--
488514	Suit		LAKE FOREST, IL		1FMDU74E52U	Ford	Explorer - 4 Door	2002	48445		10/27/2003	N	N	N	0	0	B2	--
495071	Arbitration		LEDGEWOOD, NJ		1FMZU73W52U	Ford	Explorer - 4 Door	2002	19420		03/05/2004	N	N	N	0	0	B2	--
497646	Suit		KEARNY, NJ		1FMDU74K42U	Ford	Explorer - 4 Door	2002	23448		05/28/2004	N	N	N	0	0	B2	--
513091	Suit		HARBOR CITY, CA		1FMZU63E12Z	Ford	Explorer - 4 Door	2002	67384		05/27/2005	N	N	N	0	0	B2	--
528815	Suit		LAGUNA NIGUEL, CA		1FMZU75W02Z	Ford	Explorer - 4 Door	2002	60242		06/16/2006	N	N	N	0	0	B2	--
499095	Suit		UNION TOWN, PA		1FMZU73E32U	Ford	Explorer - 4 Door	2002	50500		07/08/2004	N	N	N	0	0	B3	--
548046	Suit		TARENTUM, PA		1FMZU73K15U	Ford	Explorer - 4 Door	2005	24314		12/20/2007	N	N	N	0	0	B3	--
D000999	Claim		TORRANCE, CA		1FTRF12276N	Ford	F-150	2006	18122	06/21/2007	07/09/2008	N	N	N	1	0	B1	MORS
523108	Claim		HOLYOKE, MA		1FTRF12225N	Ford	F-150	2005	21513	01/13/2006	01/30/2006	N	N	N	1	0	A1	MORS
543550	Claim		TROY, OH		1FTPW14514K	Ford	F-150	2004		05/03/2007	08/08/2007	N	N	N	1	0	A1	MORS
543671	Suit		TROY, OH		1FTPW14514K	Ford	F-150	2004		05/03/2007	08/09/2007	N	N	N	1	0	A1	MORS
D007738	Claim		WALDRON, AR		1FTRF12265N	Ford	F-150	2005	61000	02/03/2009	02/09/2009	N	N	N	1	0	A1	MORS
D012026	Claim		CROWLEY, TX		1FTPX12525N	Ford	F-150	2005	60000		06/05/2009	N	N	Y	1	0	A1	MORS
D015153	Claim		GAINESVILLE, TX		1FTRW12W85K	Ford	F-150	2005	55147	08/30/2009	09/03/2009	N	N	N	1	0	A1	MORS
550381	Claim		LANGFORD, SD		1FTPX14535N	Ford	F-150	2005	52100	02/07/2008	03/11/2008	N	N	N	1	0	B1	MORS

## Lawsuits and Claims Log

Case_No	Type	Owner_Name	Owner_Address	Owner_Phone	VIN	Make	Model	Mdl Yr	Mileage	Incident Date	Notice Date	Alleged Crash	Alleged Fire	Alleged Property Damage	Alleged Injury	Alleged Fatalities	Category	Duplicate
D000999	Claim		TOBRENCE, CA		1FTRF12276N	Ford	F-150	2006	18122	06/21/2007	07/09/2008	N	N	N	1	0	B1	MORS
D001707	Claim		WINCHESTER, KY		1FTRF12W75N	Ford	F-150	2005	42000	07/26/2008	07/30/2008	N	N	N	1	0	B1	MORS
D002581	Claim		CHICAGO, IL		1FTPX14535N	Ford	F-150	2005	46000	08/22/2008	08/25/2008	N	N	N	1	0	B1	MORS
D003180	Claim		ROXIE, MS		1FTRF02235K	Ford	F-150	2005	50000	06/08/2008	09/12/2008	Y	N	N	1	0	B1	MORS
D000926	Suit		RENO, NV		1FTRF04584K	Ford	F-150	2004	105000	07/03/2008	10/28/2008	N	N	N	1	0	B1	MORS
D004740	Claim		SAN BENITO, TX		1FTRF12235N	Ford	F-150	2005	51000	10/30/2008	11/03/2008	N	N	N	1	0	B1	MORS
D005219	Claim		ALBUQUERQUE, NM		1FTRW12W34K	Ford	F-150	2004	57000	11/16/2008	11/20/2008	N	N	N	1	0	B1	MORS
D005617	Claim		FOUNTAIN, MI		1FTPX14555K	Ford	F-150	2005	70000	11/25/2008	12/01/2008	N	N	N	1	0	B1	MORS
D008604	Claim		PIESGROVE, N		1FTRX14W25F	Ford	F-150	2005	71000	02/21/2009	03/04/2009	N	N	N	1	0	B1	MORS
D009066	Claim		BAY MINETTE, AL		1FTRX12W95N	Ford	F-150	2005	66000	03/02/2009	03/10/2009	N	N	N	1	0	B1	MORS
D009595	Claim		COVENTRY, RI		1FTPX12505N	Ford	F-150	2005	76000	03/13/2009	03/23/2009	N	N	N	0	0	B1	MORS
D009551	Claim		LEWISVILLE, TX		1FTRW12W65K	Ford	F-150	2005	60000	03/25/2009	03/30/2009	N	N	N	1	0	B1	MORS
D010695	Claim		EL PASO, TX		1FTRX12W25N	Ford	F-150	2005	37000		05/01/2009	N	N	Y	1	0	B1	MORS
D012297	Claim		MAPLE HEIGHTS, OH		1FTRX14W75N	Ford	F-150	2005	58000	06/10/2009	06/12/2009	N	N	Y	1	0	B1	MORS
D012619	Claim		CORSICANA, TX		1FTPX12505N	Ford	F-150	2005	88000	06/17/2009	06/23/2009	N	N	Y	1	0	B1	MORS
D013106	Claim		VILLE PLATTE, LA		1FTPX14575N	Ford	F-150	2005	120000	06/29/2009	07/02/2009	N	N	Y	1	0	B1	MORS
D013230	Suit		PORTLAND, ME		1FTRF14535N	Ford	F-150	2005	55149	04/04/2009	07/14/2009	N	N	N	1	0	B1	MORS
D013481	Claim		WINCHESTER, KY		1FTRF12W75N	Ford	F-150	2005		07/26/2008	07/16/2009	N	N	N	1	0	B1	MORS
D013733	Claim		ARLINGTON, TN		1FTRW12W55K	Ford	F-150	2005	51000		07/21/2009	N	N	N	1	0	B1	MORS
D013734	Claim		EVANSVILLE, IN		1FTRX14W55F	Ford	F-150	2005	40000	06/20/2009	07/21/2009	N	N	N	1	0	B1	MORS
D004492	Suit		SAN PEDRO, CA		1FTRX12W05N	Ford	F-150	2005	40000	07/31/2008	08/20/2009	N	N	N	1	0	B1	MORS
D014908	Claim		SUMMERTON, SC		1FTRX12W55N	Ford	F-150	2005	160000	08/27/2009	08/28/2009	N	N	N	1	0	B1	MORS
D015162	Claim		NORTH CHARLESTON, SC		1FTPW14515K	Ford	F-150	2005	84116	09/09/2009	09/11/2009	N	N	N	1	0	B1	--
D016088	Claim		GRANDALL, TX		1FTRF12225N	Ford	F-150	2005	82000	09/26/2009	09/29/2009	N	N	N	1	0	B1	MORS

EA10-001

FORD

05/14/2010

Appendix F2





GORBERG, GORBERG AND ZUBER

By: **DAVID J. GORBERG**

Attorney for Plaintiffs

Identification No. 53084

1234 Market Street

Suite 2040

Philadelphia, PA 19107

(215) 563-7210

---

WILLIAM H. JOHNSON, JR.	:	COURT OF COMMON PLEAS
LEAH M. JOHNSON	:	
195 Michael Drive	:	
Union Town, PA 15401	:	PHILADELPHIA COUNTY
	:	
vs.	:	TERM, 2004
	:	
FORD MOTOR COMPANY	:	
c/o CT CORPORATION	:	
1515 Market Street	:	
Philadelphia, PA 19103	:	NO.

---

**COMPLAINT**

1. Plaintiffs', William H. Johnson, Jr. and Leah M. Johnson, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, residing at 195 Michael Drive, Union Town, PA 15401.

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with its legal residence and principal place of business at P O Box 300 Renaissance Center, Detroit, MI 48243 and can be served at c/o CT Corporation, 1515 Market Street, Philadelphia, PA 19103.

## BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about November 10, 2001, Plaintiff purchased a 2002 Ford Explorer manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FMZU73E32UA20231. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled more than \$41,333.12.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about November 10, 2001, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to, defective electrical system. Copies of repair receipts are attached hereto and marked as Exhibit "A".

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

11. Plaintiff avers the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or its authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM**

18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

19. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

20. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$50,000.00.

**COUNT II**  
**MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT**

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

34. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d) (1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

35. Section 15 U.S.C. §2310 (d) (1) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

36. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

**COUNT III**  
**UNIFORM COMMERCIAL CODE**

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. ~~The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;~~

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;
- c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$50,000.00.

**COUNT IV**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION CLAIM**

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

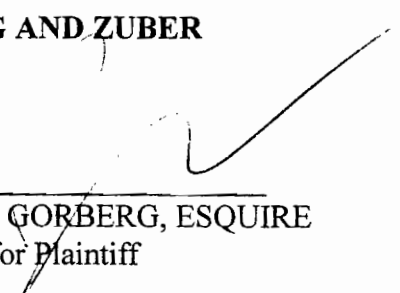
(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

**GORBERG AND ZUBER**

BY:   
DAVID J. GORBERG, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X   
William Johnson

Date: 5/23/04



All Action Details for Issue

[Print](#)

VIN: 1FMZU73E32U [REDACTED] Year: 2002 Model: EXPLORER Case: 386862492  
Name: [REDACTED] Owner Status: Original WSD: 2001-11-10  
Symptom Desc: INSTR/DISPLAY ELECTRONIC Primary Phone: [REDACTED]  
Reason Desc: AWA - W/N CRITERIA, REQUEST AWA PRIOR REPAIR Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY  
Dealer: 07329 DAVIES FORD Origin Desc: US CONCERN CASE BASE  
Odometer: 50500 MI Comm Type: PHONE  
Analyst Name: ALICIA SIBBLIES Analyst: ASIBBLIE  
Action Date: 01/27/2004 Action Time: 09.27.10.433 Action Data: No

Comments CUSTOMER SAID: AT 34 000 MILES HE ASKED THE DLR TO CHECK THE TRANS BECAUSE IT WAS SLIPPING ..NOW AT 50 500 MILES THE TRANS KEEP DEFAULTING TO 4X4 AND THE LIGHT WILL FLASH AND THE TRANS IS STILL SLIPPING. CUST IS NOT SURE IF HE NEED TO GET WITH DSB OR LEMON LAW BECAUSE THIS IS THE 5X FOR THE AIRBAG SYSTEM. CUST WOULD LIKE TO KNOW HOW DEALER SAID: NONE CRC ADVISED: ANY REQUEST FOR ASSISTANCE MUST BE REVIEWED BY A FORD/LINCOLN/MERCURY DEALERSHIP SO THAT THEY HAVE THE OPPORTUNITY TO INSPECT THE VEHICLE AND DETERMINE WHAT IS WRONG WITH THE VEHICLE AND IF THERE IS ANY POSSIBLE WARRANTY COVERAGE FOR THE ISSUE. AFTER THE DEALERSHIPS DIAGNOSIS IS COMPLETE THE CRM/SM AT THE DEALERSHIP CAN REVIEW YOUR ISSUE AND MAKE A FINAL DECISION ABOUT ANY FINANCIAL ASSISTANCE FOR THIS REPAIR.

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY  
Dealer: 07329 DAVIES FORD Origin Desc: US CONCERN CASE BASE  
Odometer: 50500 MI Comm Type: PHONE  
Analyst Name: ALICIA SIBBLIES Analyst: ASIBBLIE  
Action Date: 01/27/2004 Action Time: 09.30.28.832 Action Data: No

Comments CUSTOMER SAID: CUST WOULD LIKE INFO ON HIS 2002 EXPLORER VEH HAS BEEN TO THE DLR NUMEROUS TIMES FOR THE AIRBAG SYSTEM THE AIRBAG LIGHT IS COMING ON...FOR THE 5TH TIME DEALER SAID: NONE CRC ADVISED: ANY REQUEST FOR ASSISTANCE MUST BE REVIEWED BY A FORD/LINCOLN/MERCURY DEALERSHIP SO THAT THEY HAVE THE OPPORTUNITY TO INSPECT THE VEHICLE AND DETERMINE WHAT IS WRONG WITH THE VEHICLE AND IF THERE IS ANY POSSIBLE WARRANTY COVERAGE FOR THE ISSUE. AFTER THE DEALERSHIPS DIAGNOSIS IS COMPLETE THE CRM/SM AT THE DEALERSHIP CAN REVIEW YOUR ISSUE AND MAKE A FINAL DECISION ABOUT ANY FINANCIAL ASSISTANCE FOR THIS REPAIR.

All Action Details for Issue

Print

VIN: 1FMZU73E32U [REDACTED] Year: 2002 Model: EXPLORER Case: 386862492  
Name: [REDACTED] Owner Status: Original WSD: 2001-11-10  
Symptom Desc: AUTO TRANS ENGAGEMENT DELAYED/SLIPS Primary Phone: [REDACTED]  
Reason Desc: AWA - W/N CRITERIA, REQUEST AWA PRIOR REPAIR Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY  
Dealer: 07329 DAVIES FORD Origin Desc: US CONCERN CASE BASE  
Odometer: 50500 MI Comm Type: PHONE  
Analyst Name: ALICIA SIBBLIES Analyst: ASIBBLIE  
Action Date: 01/27/2004 Action Time: 09.23.09.684 Action Data: No

Comments CUSTOMER SAID: AT 34 000 MILES HE ASKED THE DLR TO CHECK THE TRANS BECAUSE IT WAS SLIPPING ..NOW AT 50 500 MILES THE TRANS KEEP DEFAULTING TO 4X4 AND THE LIGHT WILL FLASH AND THE TRANS IS STILL SLIPPING. CUST IS NOT SURE IF HE NEED TO GET WITH DSB OR LEMON LAW .BECAUSE THIS IS THE 5X FOR THE AIRBAG SYSTEM. CUST WOULD LIKE TO GET THIS FIXED ONCE AND FOR-ALL. CRC ADVISED: ANY REQUEST FOR ASSISTANCE MUST BE REVIEWED BY A FORD/LINCOLN/MERCURY DEALERSHIP SO THAT THEY HAVE THE OPPORTUNITY TO INSPECT THE VEHICLE AND DETERMINE WHAT IS WRONG WITH THE VEHICLE AND IF THERE IS ANY POSSIBLE WARRANTY COVERAGE FOR THE ISSUE. AFTER THE DEALERSHIPS DIAGNOSIS IS COMPLETE THE CRM/SM AT THE DEALERSHIP CAN REVIEW YOUR ISSUE AND MAKE A FINAL DECISION ABOUT ANY FINANCIAL ASSISTANCE FOR THIS REPAIR.

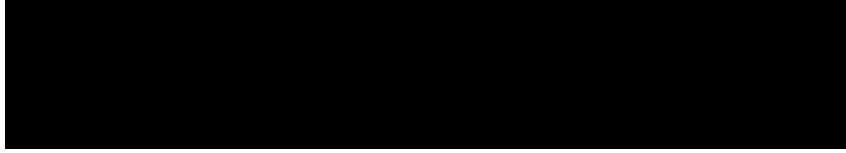
All Action Details for Issue

Print

VIN: 1FMZU73E32U [REDACTED] Year: 2002 Model: EXPLORER Case: 386862492  
Name: [REDACTED] Owner Status: Original WSD: 2001-11-10  
Symptom Desc: WINDOW/GLASS BACKGLASS BREAKS/BROKEN Primary Phone: [REDACTED]  
Reason Desc: AWA - W/N CRITERIA, REQUEST AWA AFTER REPAIR Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: ADVISE CUST TO SUBMIT RECEIPTS TO DLR FOR REVIEW  
Dealer: 04112 SUPERIOR FORD Origin Desc: US CONCERN CASE BASE  
Odometer: 14771 MI Comm Type: PHONE  
Analyst Name: KAREN GREEN Analyst: KGREEN  
Action Date: 09/06/2002 Action Time: 10.43.56.431 Action Data: No

Comments CUSTOMER SAYS: THE REAR LIFTGATE GLASS FEL OUT AND THE FORD DLR REFUSED WARRANTY. FILED THOROUGH INSURANCE AND THIS WAS PAID AND REPAIRED. THERE IS NOW A REALL ON THIS. THE DLR AGREED TO REIMBURSE AND HAS ADVISED IT WILL TAKE THREE WEEKS. CALLING TO CONFIRM THE LENGTH IN TIME IT WILL TAKE PER CUSTOMER, DEALER SAYS: NONE CAC ADVISED: - PLEASE SUBMIT YOUR ORIGINAL RECEIPTS TO THE CRM/SM OF YOUR LOCAL F/L/M DEALER FOR REIMBURSEMENT REVIEW. - THE DEALER WILL DETERMINE IF REIMBURSEMENT IS POSSIBLE OR NOT \*\* CUST HAS BEEN ADVISED THE REIMBURSEMENT PROCESS IS THREE TO OFUR WEEKS INFERENCE CASE ID: 5363



Jacqueline C. Herritt, Esquire  
KIMMEL & SILVERMAN, P.C.  
Executive Quarters  
1930 E. Marlton Pike, Suite T11  
Cherry Hill, NJ 08003  
(856)429-8334

ATTORNEY FOR PLAINTIFF

THIS IS AN ARBITRATION  
MATTER. ASSESSMENT OF  
DAMAGES HEARING IS  
REQUESTED.

VERONICA GARCIA  
132 Elm Street, 1st Floor  
Kearny, NJ 07032

SUPERIOR COURT OF NEW JERSEY  
HUDSON COUNTY

v.

FORD MOTOR COMPANY  
C/O CT Corporation  
820 Bear Tavern Road, Suite 300  
West Trenton, NJ 08628

CIVIL ACTION

NO.

L-2171-04

**FILED**  
**TEAM #4**  
**APR 15 2004**  
**SUPERIOR COURT**  
**OF NEW JERSEY**  
**COUNTY OF HUDSON**  
**CIVIL DIVISION #5**

### COMPLAINT

1. Plaintiff, Veronica Garcia, is an adult individual citizen and legal resident of the State of New Jersey, 132 Elm Street, 1st Floor, Kearny, NJ 07032.

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the State of New Jersey, with its legal residence and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

### BACKGROUND

3. On or about June 26, 2002, Plaintiff purchased a new 2002 Ford Explorer, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMDU74K42UD43332.

4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than \$39,145.40. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 5-year / 75,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

11. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

**COUNT I**  
**NEW JERSEY MOTOR VEHICLE WARRANTY ACT**

12. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

13. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

14. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

15. Elite Ford, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

16. On or about June 26, 2002, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

17. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

18. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

19. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

20. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
  - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
  - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.
- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail

return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

21. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

22. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

23. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

24. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

25. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: air bag light; seat belt; high idle and power port. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

26. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

27. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

28. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.



**COUNT II**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

29. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

30. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

31. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

32. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

33. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

34. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

35. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

36. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

37. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

38. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

39. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not

limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

40. Plaintiff avers Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

41. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

**COUNT III**  
**UNIFORM COMMERCIAL CODE**

42. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

43. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

- a. Express Warranty;
- b. Implied Warranty Of merchantability; and
- c. Implied Warranty Of Fitness For A Particular Purpose.

44. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

45. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

46. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

47. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges and attorneys' fees.

**COUNT IV**  
**NEW JERSEY CONSUMER FRAUD ACT**

48. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

49. Plaintiff is a "Person" as defined by N.J.S.A. 56:8-1(d).

50. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

51. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiff's rights in negotiating and handling Plaintiff's warranty claims.

52. Defendant's actions surrounding the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

53. Defendant acted knowingly with the intent to cause Plaintiff's reliance thereupon.

54. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

55. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

56. Plaintiff believes and therefore avers that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

57. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

58. The Act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.

59. Plaintiff believes and therefore avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

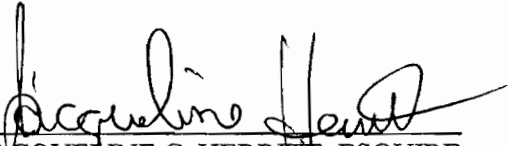
60. As a result of Defendant's unlawful conduct, Plaintiff has and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

- a. Plaintiff is entitled to a full refund N.J.S.A. 56:8-2.11-12;
- b. Plaintiff's vehicle, given the defect/condition, is worthless;
- c. Plaintiff lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;
- d. Plaintiff has been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiff has incurred additional transportation costs; and

- e. Plaintiff has expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

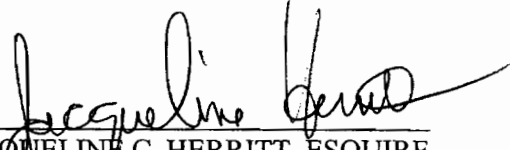
KIMMEL & SILVERMAN, P.C.

By:   
JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiff  
Executive Quarters  
1930 E. Marlton Pike, Suite T11  
Cherry Hill, NJ 08003  
(856) 429-8334

**JURY-DEMAND**

Plaintiff hereby demands a trial by jury as to all the issues

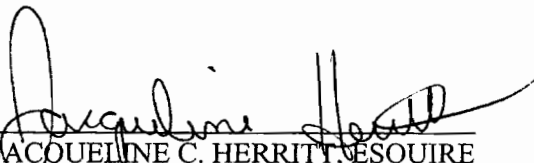
KIMMEL & SILVERMAN, P.C.

By:   
JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiff

**CERTIFICATION PURSUANT TO R.4:15-1**

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

By:   
JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiff

All Action Details for Issue

[Print](#)

<b>VIN:</b> 1FMDU1Z4K421	<b>Year:</b> 2002	<b>Model:</b> EXPLORER	<b>Case:</b> 432700154
<b>Name:</b> [REDACTED]	<b>Owner Status:</b> Original	<b>WSD:</b> 2002-06-29	
<b>Symptom Desc:</b> RESTRAINTS AIR BAG SYSTEM INDICATOR		<b>Primary Phone:</b> [REDACTED]	
<b>Reason Desc:</b> LEGAL - OTHER ATTORNEY DEMAND		<b>Secondary Phone:</b> [REDACTED]	
<b>Issue Type:</b> 07 LEGAL	<b>Issue Status:</b> CLOSED		

**Action:** OPEN LEGAL CONTACT - ATTORNEY DEMAND  
**Dealer:** 00495 ELITE FORD, INC. **Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION-FD

<b>Odometer:</b> 23448 MI	<b>Comm Type:</b> MAIL
<b>Analyst Name:</b> KOKOSZKA, DELPHINE (D.M.)	<b>Analyst:</b> DKOKOSZK
<b>Action Date:</b> 01/15/2004	<b>Action Time:</b> 12.01.03.402 <b>Action Data:</b> Yes

**Comments** \*\*\*\*\*ATTORNEY DEMAND\*\*\*\*\* ATTORNEY FAX RECEIVED 1/15/04. ATTORNEY ALLEGES CLIENT'S VEHICLE HAS CHRONIC AIRBAG LIGHT INDICATOR LIGHTS, SEAT BELT DEFECT AND SENSOR DEFECTS. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

<u>Data Element Name</u>	<u>Data Value</u>
NAME OF LAW FIRM	KIMMEL & SILVERMAN
ATTORNEY NAME	ROBERT M. SILVERMAN
ATTORNEY PHONE NUMBER	2155408888

**Action:** MAKE OUTBOUND CALL TO ATTORNEY  
**Dealer:** 00495 ELITE FORD, INC. **Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

<b>Odometer:</b> 23448 MI	<b>Comm Type:</b> OTHER
<b>Analyst Name:</b> KIRKSEY, VINCE (V.)	<b>Analyst:</b> VKIRKSE1
<b>Action Date:</b> 01/16/2004	<b>Action Time:</b> 13.22.23.311 <b>Action Data:</b> Yes

**Comments** \*\*\*LPA COMMENTS\*\*\* LPA ACKNOWLEDGES RECEIPT OF THE ATTORNEY DEMAND LETTER SENT BY KIMMEL/SILVERMAN ON BEHALF OF THE CUSTOMER.

<u>Data Element Name</u>	<u>Data Value</u>
CONTACT PERSON	BOB SILVERMAN

**Action:** INFORMATIONAL CALL/FAX WITH OTHER PARTY  
**Dealer:** 00495 ELITE FORD, INC. **Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

<b>Odometer:</b> 23448 MI	<b>Comm Type:</b> EMAIL
<b>Analyst Name:</b> KIRKSEY, VINCE (V.)	<b>Analyst:</b> VKIRKSE1
<b>Action Date:</b> 01/21/2004	<b>Action Time:</b> 09.57.07.612 <b>Action Data:</b> No

**Comments** \*\*\*LPA COMMENTS\*\*\* LPA HAS SENT AN E-MAIL TO THE CSM REQUESTING ADDITIONAL INFORMATION REGARDING THE CUSTOMER CONCERN.

---

**Action:** DENY ASSISTANCE - NO FORD PRODUCT DEFECT FOUND

**Dealer:** 00495 ELITE FORD, INC.

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION  
PREVENTION

**Odometer:** 23448 MI

**Comm Type:** FAX

**Analyst Name:** KIRKSEY, VINCE  
(V.)

**Analyst:** VKIRKSE1

**Action Date:** 01/21/2004

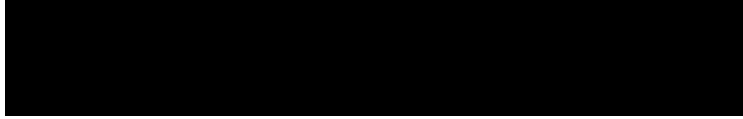
**Action Time:**  
09.58.25.157

**Action Data:** No

**Comments** \*\*\*LPA COMMENTS\*\*\* LPA HAS REVIEWED THE ABOVE CASE. UNFORTUNATELY, WE WILL BE UNABLE TO PROVIDE ASSISTANCE IN THE MATTER, AND PROPOSE NO FURTHER ACTION.

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**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

**EDWIN J. GESSELMAN AND  
JACLYN GESSELMAN,**

**Plaintiffs,**

**vs.**

**No.:**

**FORD MOTOR COMPANY,**

**Defendant.**

**COMPLAINT**

1. Plaintiffs, Edwin J. Gesselman and Jaclyn Gesselman, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, 1009 Fieldstone Drive, Tarentum, PA 15084.

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at Consumer Affairs, 16800 Executive Plaza Drive, 3 NE-B, Dearborn, Michigan 48126-4207, and can be served at this address.

**BACKGROUND**

3. On or about August 01, 2007, Plaintiffs purchased a used Ford Explorer, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMZU73K15U [REDACTED]

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$18,500.00.

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiffs several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiffs.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual. In addition, Plaintiff purchase an additional 72 month/75,000 mile warranty which becomes effective following the new vehicle warranty.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiffs.

10. During the first 12 months and/or 12,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: abnormal, defective, dangerous and distracting non-starting of vehicle, replacement of spring and steering coil and starter.

**COUNT I**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

11. Plaintiffs may resort or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

12. Plaintiffs aver that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

13. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

14. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

15. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

16. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

17. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

18. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

19. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

20. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

21. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

22. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

23. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

24. Plaintiffs aver that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

25. Plaintiffs aver Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

26. Plaintiffs aver that Defendant's warranty did not require Plaintiffs to first resort to a Dispute Resolution Program before filing suit.

27. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

**COUNT II**  
**PENNSYLVANIA UNFAIR TRADE**  
**PRACTICES AND CONSUMER PROTECTION LAW**

28. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

30. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

31. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

32. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

33. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

- (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
- (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

34. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

35. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.


36. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

37. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

**WHEREFORE**, Plaintiffs respectfully demand judgment against Defendant in an amount not in excess of Twenty Five Thousand Dollars (\$25,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: \_\_\_\_\_


  
Craig Thor Kimmel, Esquire  
Robert A. Rapkin, Esquire

Attorney for Plaintiffs  
30 East Butler Pike  
Ambler, PA 19002



## V E R I F I C A T I O N

Craig Thor Kimmel, states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



---

CRAIG THOR KIMMEL, ESQUIRE  
Attorney for Plaintiff



1 CONSUMER LEGAL SERVICES, P.C.  
Steve B. Mikhov, Esq. (SBN 224676)  
2 M. Nicholas Nita, Esq. (SBN 225194)  
1950 Sawtelle Boulevard, Suite 245  
3 Los Angeles, California 90025  
Telephone: (310) 477-1474  
4 Facsimile: (310) 477-0343  
5 Attorneys for Plaintiff,  
LINDA J. SMITH  
6  
7

**CONFORMED COPY**  
OF ORIGINAL FILED  
Los Angeles Superior Court

MAY 12 2005

John A. Clarke, Executive Officer/Clerk  
By \_\_\_\_\_, Deputy  
**J. SUNGA**

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES  
10

11 LINDA J. SMITH, an individual, )  
12 Plaintiff, )

CASE NO.:

BC 333395

Assigned for all purposes to:  
The Honorable  
Dept.:

13 )  
14 )  
15 )  
16 v. )  
17 )  
18 )  
19 FORD MOTOR COMPANY, a Delaware )  
20 Corporation; POWER FORD )  
TORRANCE, a business )  
21 organization form unknown; and )  
22 DOES 1 through 20, inclusive, )  
23 Defendants. )

COMPLAINT FOR DAMAGES:

1. Breach of Implied Warranty of Merchantability under the Song-Beverly Warranty Act.
2. Breach of Express Warranty under the Song-Beverly Warranty Act.
3. Breach of Express Warranty under the Magnuson-Moss Warranty Act.
4. Breach of Implied Warranty of Merchantability under the Magnuson-Moss Warranty Act.

JURY TRIAL DEMANDED.

28

1           PLAINTIFF LINDA J. SMITH hereby alleges and complains as  
2 follows:

3           GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

4           1. Plaintiff is an individual, residing in the City of  
5 Harbor City, County of Los Angeles, in the State of California.

6           2. Defendant, FORD MOTOR COMPANY, (hereinafter referred  
7 to as "Manufacturer"), is a corporation doing business in the  
8 County of Los Angeles, State of California, and, at all times  
9 relevant herein, was/is engaged in the manufacture, sale,  
10 distribution, and/or importing of Ford motor vehicles and  
11 related equipment.

12          3. Defendant, POWER FORD TORRANCE, (hereinafter referred  
13 to as "Seller"), is a business organization form unknown doing  
14 business in the County of Los Angeles, State of California, and,  
15 at all times relevant herein, a Manufacturer-authorized agent  
16 engaged in the business of selling/leasing and servicing and  
17 repairing Manufacturer's vehicles.

18          4. The true names and capacities, whether individual,  
19 corporate, associate, or otherwise, of the Defendants, Does 1  
20 through 20, inclusive, are unknown to Plaintiff who therefore  
21 sues these Defendants by such fictitious names. Plaintiff will  
22 seek leave to amend this Complaint to set forth their true names  
23 and capacities when they have ascertained them. Further,  
24 Plaintiff is informed and believes, and thereon alleges, that  
25 each of the Defendants designated herein as a "Doe" is  
26 responsible in some manner for the events and happenings herein  
27 referred to and caused injury and damage to Plaintiff as herein  
28 alleged.

1           5. Plaintiff is informed and believes, and thereon  
2 alleges, that at all times herein mentioned, Defendants, and  
3 each of them, were the agents, servants, and/or employees of  
4 each of their Co-Defendants. Plaintiff is informed and believes,  
5 and thereon alleges, that in doing the things hereinafter  
6 alleged Defendants, and each of them, were acting in the course  
7 and scope of their employment as such agents, servants, and/or  
8 employees, and with the permission, consent, knowledge, and/or  
9 ratification of their Co-Defendants, principals, and/or  
10 employers.

11           6. Before August 20, 2003, defendants Manufacturer and  
12 Does 1 through 20 inclusive, manufactured and/or distributed  
13 into the stream of commerce a used 2002 Ford Explorer, VIN  
14 1FMZU63E12ZA15042 (hereinafter referred to as the "Vehicle") for  
15 its eventual sale/lease in the State of California.

16           7. On or about August 20, 2003, Plaintiff purchased, for  
17 personal, family, and/or household purposes, the subject Vehicle  
18 from the Seller for a total consideration over the term of the  
19 installment contract of \$19,557.32. A true and correct copy of  
20 the Retail Installment Sales Agreement is attached hereto as  
21 Exhibit "1" and incorporated herein by this reference.

22           8. The subject Vehicle was/is a "new motor vehicle" under  
23 the Song-Beverly Warranty Act.

24           9. Along with the purchase of the Vehicle, Plaintiff  
25 received written warranties and other express and implied  
26 warranties including, but not limited to, warranties from  
27 Manufacturer and Seller that the Vehicle and its components  
28 would be free from all defects in material and workmanship; that

1 the Vehicle would pass without objection in the trade under the  
2 contract description; that the Vehicle would be fit for the  
3 ordinary purposes for which it was intended; that the Vehicle  
4 would conform to the promises and affirmations of fact made;  
5 that Defendants, and each of them, would perform any repairs,  
6 alignments, adjustments, and/or replacements of any parts  
7 necessary to ensure that the Vehicle was free from any defects  
8 in material and workmanship; that Defendants, and each of them,  
9 would maintain the utility of the Vehicle for three years or  
10 36,000 miles and would conform the Vehicle to the applicable  
11 express warranties. (A copy of the written warranty is in the  
12 possession of the Defendants).

13       10. Plaintiff has duly performed all the conditions on  
14 Plaintiff's part under the purchase agreement and under the  
15 express and implied warranties given to plaintiff, except  
16 insofar as the acts and/or omissions of the Defendants, and each  
17 of them, as alleged herein, prevented and/or excused such  
18 performance.

19       11. Plaintiff has delivered the Vehicle to the  
20 Manufacturer's authorized service and repair facilities, agents  
21 and/or dealers, including Seller, on at least six (6) separate  
22 occasions resulting in the Vehicle being out of service by  
23 reason of repair of nonconformities for over fourteen (14) days.  
24 True and correct copies of the Repair Orders are attached hereto  
25 as **Exhibit "2"** and incorporated herein by this reference.

26       12. By way of example, and not by way of limitation, the  
27 defects, malfunctions, misadjustments, and/or nonconformities  
28 with Plaintiff's Vehicle include the following:

	<u>DATE</u>	<u>DAYS</u>	<u>MILEAGE</u>	<u>ORDER#</u>	<u>COMPLAINT</u>
1					
2	8/01/03	x	21452	26079	<b><u>SAFETY INSPECTION:</u></b> Safety inspection. Front line ready, ok.
3					
4					<b><u>SMOG CERTIFICATION:</u></b> State required certification. Performed smog certification per state requirements.
5					
6	9/03/03	x	22475	28968	<b><u>MISC:</u></b> Request keyless entry code.
7					
8					<b><u>MALFUNCTION:</u></b> The map reads SE all the time while driving.
9					
10	4/09/04	x	39526	47942	<b><u>TRANSMISSION:</u></b> Transmission is shifting by itself jerking on acceleration. Test drove vehicle, slipping and jerking while driving. Ran EECV test code. Pin point test remove transmission, tear down, exchange unit per ESP flush lines, shifter cable, test drove, top off ran final EECV test pass.
11					
12					
13					
14					
15					
16					<b><u>TAIL GATE:</u></b> The tail gate is not closing.
17					<b><u>TAIL GATE:</u></b> The tail gate right latch came off. Replaced front rear window lift and re-align lift gate.
18					
19					
20					<b><u>CONSOLE:</u></b> The middle console inop. Not closing. No work done, not covered.
21					
22					<b><u>SUNROOF:</u></b> The sunroof is coming apart. Headliner coming apart.
23					
24					<b><u>WINDOW:</u></b> Front window makes a loud squeaking noise when rolling up or down. Remove pass front door panel, inspect for noise found window regulator inop. Replaced window regulator.
25					
26					
27					
28	6/07/04	x	43260	52909	<b><u>ENGINE LIGHT:</u></b> Check engine light is on and rough idling. Performed DPFE recall done.

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11/05/04 x 56252 65755

**AIR BAG:** Advise to diagnose air bag light stays on. Diagnose air bag system open on drivers side. Air bag trace open on red wire repair open, retest operations working properly.

**TRANSMISSION:** Transmission shifting harsh jerks on reverse. R&R transmission overhaul transmission. Road test mount on bench. Diagnosis EEC test, replace shift solenoid adjust shift cable perform transmission fluid flow, install in line filter. Replace transmission cooler.

**ENGINE:** Engine squeaking/clicking noise. Road test to diagnose noise. Replace noisy belt tensioner and belt.

3/28/05 9 67384 76958

**TRANSMISSION:** A clunk noise coming from transmission going into reverse. Transmission diagnosis test drove ran EECV test code. Pinpoint test, remove pan, replaced solenoid transmission filter, also extension housing gasket/seal refill with oil retest ok.

**ENGINE:** Engine makes a creaking noise at idle. It also jerks going forward. No problem found at this time.

**ENGINE:** There is a humming noise coming from engine area (mainly when starts up), please advise. Test EEC-DTC pass pinpoint test, replaced IAC sticks 41. Replaced PCV valve, replaced t/body binding 41 retest ok.

13. Each time Plaintiff delivered the nonconforming Vehicle to a Manufacturer-authorized service and repair



1 facility, Plaintiff notified Defendants, and each of them, of  
2 the defects, malfunctions, misadjustments, and/or  
3 nonconformities existent with the Vehicle and demanded that  
4 Manufacturer or its representatives repair, adjust, and/or  
5 replace any necessary parts to conform the Vehicle to the  
6 applicable warranties.

7       14. Each time Plaintiff delivered the nonconforming  
8 Vehicle to a Manufacturer-authorized service and repair  
9 facility, Defendants, and each of them, represented to Plaintiff  
10 that they could and would conform the Vehicle to the applicable  
11 warranties, that in fact they did conform the Vehicle to said  
12 warranties, and that all the defects, malfunctions,  
13 misadjustments, and/or nonconformities have been repaired;  
14 however, Manufacturer or its representatives failed to conform  
15 the Vehicle to the applicable warranties because said defects,  
16 malfunctions, misadjustments, and/or nonconformities continue to  
17 exist even after a reasonable number of attempts to repair was  
18 given.

19       15. The amount in controversy exceeds TWENTY FIVE THOUSAND  
20 DOLLARS (\$25,000.00), exclusive of interest and costs, for which  
21 Plaintiff seeks judgment against Defendants, together with  
22 equitable relief. In addition, Plaintiff seeks damages from  
23 Defendants, and each of them, for incidental, consequential,  
24 exemplary, and actual damages including interest, costs, and  
25 actual attorneys' fees.

26 ///

27 ///

28 ///

1 FIRST CAUSE OF ACTION

2 (Breach of Implied Warranty of Merchantability under Song-  
3 Beverly Warranty Act against all Defendants)

4 16. Plaintiff realleges each and every paragraph (1-15)  
5 and incorporates them by this reference as though fully set  
6 forth herein.

7 17. The distribution and sale of the Vehicle was  
8 accompanied by the Manufacturer and Seller's implied warranty  
9 that the Vehicle was merchantable.

10 18. Furthermore, Defendants, and each of them, impliedly  
11 warranted, *inter alia*, that the Vehicle would pass without  
12 objection in the trade under the contract description; that the  
13 Vehicle was fit for the ordinary purposes for which it was  
14 intended; that the Vehicle was adequately assembled; and/or that  
15 the Vehicle conformed to the promises or affirmations of fact  
16 made to Plaintiff.

17 19. As evidenced by the defects, malfunctions,  
18 misadjustments, and/or nonconformities alleged herein, the  
19 Vehicle was not merchantable because it did not have the quality  
20 that a buyer would reasonably expect, because it could not pass  
21 without objection in the trade under the contract description;  
22 because it was not fit for the ordinary purposes for which it  
23 was intended; because it was not adequately assembled; and/or  
24 because it did not or could not be conformed to the promises or  
25 affirmations of fact made to Plaintiff.

26 20. Upon discovery of the Vehicles's nonconformities,  
27 Plaintiff took reasonable steps to notify Defendants, and each  
28 of them, within a reasonable time that the Vehicle did not have

1 the quality that a buyer would reasonably expect and, further,  
2 justifiably revoked acceptance of the nonconforming Vehicle.  
3 21. On or about April 8, 2005, Plaintiff notified the  
4 Manufacturer and Seller of their breach and justifiably revoked  
5 acceptance of the nonconforming Vehicle under the Commercial  
6 Code sections 2607 and 2608. Plaintiff further demanded that  
7 the Manufacturer and Seller cancel the sale, take back the  
8 nonconforming Vehicle, refund all the money expended, pay the  
9 difference between the value of the Vehicle as accepted and the  
10 value the Vehicle would have had if it had been as warranted,  
11 and/or pay damages under the Commercial Code sections 2711,  
12 2714, and 2715. Defendants, and each of them, have, however,  
13 refused to comply. True and correct copies of the Notification  
14 Letters are attached hereto as **Exhibit "3"** and incorporated  
15 herein by this reference.

16 22. On or about April 8, 2005, Plaintiff also made a  
17 demand upon Manufacturer for replacement or restitution,  
18 pursuant to Song-Beverly. Defendants, and each of them, knew of  
19 their obligations under Song-Beverly; however, despite  
20 Plaintiff's demand, Defendants and each of them, have  
21 intentionally failed and refused to make restitution or  
22 replacement pursuant to Song-Beverly.

23 23. As a result of the acts and/or omissions of the  
24 Defendants, and each of them, Plaintiff has sustained damage in  
25 the amount actually paid or payable under the contract, plus  
26 prejudgement interest thereon at the legal rate. Plaintiff will  
27 seek leave to amend this Complaint to set forth the exact amount  
28 thereof when that amount is ascertained.

1           24. As a further result of the actions of Defendants; and  
2 each of them, Plaintiff has sustained incidental and  
3 consequential damages in an amount yet to be determined, plus  
4 interest thereon at the legal rate. Plaintiff will seek, leave  
5 to amend this Complaint to set forth the exact amount of  
6 incidental damages when that amount is ascertained.

7           25. As a further result of the actions of Defendants, and  
8 each of them, Plaintiff has sustained damages equal to the  
9 difference between the value of the Vehicle as accepted and the  
10 value the Vehicle would have had if it had been as warranted.

11           26. As a direct result of the acts and/or omissions of  
12 Defendants, and each of them, and in pursuing Plaintiff's claim,  
13 it was necessary for Plaintiff to retain legal counsel. Pursuant  
14 to Song-Beverly, Plaintiff, in addition to his other remedies,  
15 is entitled to the recovery of his attorneys' fees based upon  
16 actual time expended and reasonably incurred, in connection with  
17 the commencement and prosecution of this action.

18  
19   **SECOND CAUSE OF ACTION**

20           (Breach of Express Warranty under Song-Beverly Warranty Act  
21   against all Defendants)

22           27. Plaintiff realleges each and every paragraph (1-26)  
23 and incorporates them by this reference as though fully set  
24 forth herein.

25           28. The Vehicle had defects, malfunctions, misadjustments,  
26 and/or nonconformities covered by the warranty that  
27 substantially impaired its value, use, or safety to Plaintiff.

28           29. Plaintiff delivered the Vehicle to Manufacturer or its

1 authorized repair facilities for repair.

2 30. Defendants, and each of them, failed to service or  
3 repair the Vehicle to match the written warranty after a  
4 reasonable number of opportunities to do so.

5 31. The acts and/or omissions of Defendants, and each of  
6 them, in failing to perform the proper repairs, part  
7 replacements, and/or adjustments, to conform the Vehicle to the  
8 applicable express warranties constitute a breach of the express  
9 warranties that the Manufacturer provided to Plaintiff, thereby  
10 breaching Defendants' obligations under Song-Beverly.

11 32. Defendants, and each of them, failed to perform the  
12 necessary repairs and/or service in good and workmanlike manner.  
13 The actions taken by Defendants, and each of them, were  
14 insufficient to make the Subject Vehicle conform to the express  
15 warranties and/or proper operational characteristics of like  
16 Vehicles, all in violation of Defendants' obligations under  
17 Song-Beverly.

18 33. On or about April 8, 2005, Plaintiff made a demand  
19 upon Manufacturer for replacement or restitution, pursuant to  
20 Song-Beverly. Defendants, and each of them, knowing their  
21 obligations under Song-Beverly, and despite Plaintiff's demand,  
22 failed and refused to make restitution or replacement according  
23 to the mandates of Song-Beverly. The failure of Defendants, and  
24 each of them, to refund the price paid and payable or to replace  
25 the Vehicle was intentional and justifies an award of a Civil  
26 Penalty in an amount not to exceed two times Plaintiff's actual  
27 damages.

28 34. As a result of the acts and/or omissions of

1 Defendants, and each of them, and pursuant to the provisions of  
2 the Song-Beverly, Plaintiff is entitled to replacement of the  
3 Vehicle or restitution of the amount actually paid or payable  
4 under the contract, at Plaintiff's election, plus prejudgment  
5 interest thereon at the legal rate. Plaintiff will seek leave of  
6 Court to amend this Complaint to set forth the exact amount of  
7 restitution and interest, upon election, when that amount has  
8 been ascertained.

9       35. Additionally, as a result of the acts and/or omissions  
10 of Defendants, and each of them, and pursuant to Song-Beverly,  
11 Plaintiff has sustained and is entitled to consequential and  
12 incidental damages in amounts yet to be determined, plus  
13 interest thereon at the legal rate. Plaintiff will seek leave of  
14 the court to amend this complaint to set forth the exact amount  
15 of consequential and/or incidental damages, when those amounts  
16 have been ascertained.

17       36. As a direct result of the acts and/or omissions of  
18 Defendants, and each of them, and in pursuing Plaintiff's claim,  
19 it was necessary for Plaintiff to retain legal counsel. Pursuant  
20 to Song-Beverly, Plaintiff, in addition to other remedies, is  
21 entitled to the recovery of his attorneys' fees based upon  
22 actual time expended and reasonably incurred, in connection with  
23 the commencement and prosecution of this action.

24  
25                                   **THIRD CAUSE OF ACTION**

26       (Breach of Written Warranty under Magnuson-Moss Warranty Act  
27                                   against all Defendants)

28       37. Plaintiff realleges each and every paragraph (1-36)

1 and incorporates them by this reference as though fully set  
2 forth herein.

3 38. Plaintiff is a "Consumer" as defined in the Magnuson-  
4 Moss Warranty Act (hereinafter referred to as the "Warranty  
5 Act") 15 USC 2301(3).

6 39. The Seller is a "Supplier" and "Warrantor" as defined  
7 by the Warranty Act, 15 USC 2301(4), (5).

8 40. The Manufacturer is a "Supplier" and "Warrantor" as  
9 defined by the Warranty Act, 15 USC 2301(4), (5).

10 41. The Vehicle is a "Consumer Product" as defined in the  
11 Warranty Act, 15 USC 2301(1).

12 42. The Vehicle was manufactured, sold, and leased  
13 /purchased after July 4, 1975.

14 43. The express warranty given by the Manufacturer  
15 pertaining to the Vehicle is a "Written Warranty" as defined in  
16 the Warranty Act, 15 USC 2301(6).

17 44. The Seller is an authorized dealership/agent of the  
18 manufacturer designated to perform repairs on Vehicles under  
19 Manufacturer's warranties.

20 45. The above-described actions (failure to repair and/or  
21 properly repair the above-mentioned defects, etc.), including  
22 failure to honor the written warranty, constitute a breach of  
23 the written warranty by the Manufacturer and Seller actionable  
24 under the Warranty Act, 15 USC 2310(d) (1), (2).

25 46. As a direct result of the Manufacturer and/or Seller's  
26 acts and/or omissions, Plaintiff has suffered damages as set  
27 forth herein. Therefore, Plaintiff is entitled to a judgment and  
28 the following relief against all Defendants: (1) A declaration

1 that acceptance has been properly revoked by Plaintiff and for  
2 damages incurred in revoking acceptance; (2) A refund of the  
3 purchase price paid by Plaintiff for the Vehicle; (3)  
4 Cancellation of Plaintiff's retail installment contract and  
5 payment in full of the balance of same; (4) Consequential,  
6 incidental, and actual damages to be proved at trial; (5) Costs  
7 and expenses including actual attorneys' fees reasonably  
8 incurred; (6) Prejudgment interest at the legal rate; and (7)  
9 Such other relief the Court deems appropriate.

10

11

FOURTH CAUSE OF ACTION

12

(Breach of Implied Warranty under Magnuson-Moss Warranty Act  
13 against all Defendants)

13

14

47. Plaintiff realleges each and every paragraph (1-46)  
15 and incorporates them by this reference as though fully set  
16 forth herein.

17

48. The above-described actions on the part of the Seller  
18 constitute a breach of the implied warranties of merchantability  
19 actionable under the Warranty Act, 15 USC 2301(7), 2308,  
20 2310(d) (1), (2).

21

49. As a direct result of the Seller's acts and/or  
22 omissions, Plaintiff has suffered damages as set forth herein.  
23 Therefore, Plaintiff is entitled to judgment against all  
24 Defendants declaring acceptance has been properly revoked by  
25 Plaintiff and for damages incurred in revoking acceptance, for a  
26 refund of the purchase price paid by Plaintiff for the Vehicle,  
27 for cancellation of Plaintiff's retail installment contract and  
28 for payment in full by Defendants and all of them on the balance



1 of the installment contract, for consequential, incidental, and  
2 actual damages, for costs, prejudgment interest at the legal  
3 rate, for actual attorneys' fees reasonably incurred, and such  
4 other relief the Court deems appropriate.

5

6 **WHEREFORE**, Plaintiff prays for judgment against all  
7 Defendants, and each of them, as follows:

- 8 A. For replacement or restitution, at Plaintiff's  
9 election, according to proof;
- 10 B. For incidental damages, according to proof;
- 11 C. For consequential damages, according to proof;
- 12 D. For a civil penalty as provided in Song-Beverly, in an  
13 amount not to exceed two times the amount of  
14 Plaintiff's actual damages;
- 15 E. For actual attorney's fees, reasonably incurred;
- 16 F. For costs of suit and expenses, according to proof;
- 17 G. For the difference between the value of the Vehicle as  
18 accepted and the value the Vehicle would have had if  
19 it had been as warranted;
- 20 H. For remedies provided in Chapters 6 and 7 of Division  
21 2 of the Commercial Code;
- 22 I. For pre-judgment interest at the legal rate;
- 23 J. Such other relief the Court deems appropriate.

24 Date: 5/11/05

Respectfully submitted,  
CONSUMER LEGAL SERVICES, P.C.

26

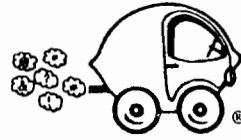
By: 

M. Nicholas Nita, Esq.  
Steve B. Mikhov, Esq.  
Attorneys for Plaintiff,  
LINDA J. SMITH

27

28

**CONSUMER<sup>SM</sup>  
LEGAL  
SERVICES, P.C.**  
ATTORNEYS AND COUNSELORS



www.lemonauto.com

April 8, 2005

Case:  
1287551035  
Region: 71  
Gen 4/14  
LOS ANGELES, CA 90025  
(310) 477-1474  
FAX: (310) 477-0343  
E-MAIL: cls@lemonauto.com

M. NICHOLAS NITA  
STEVE B. MIKHOV  
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CHRISTOPHER M. LOVASZ\*\*  
STEVEN S. TOTH\*\*

\*Licensed in: IL, IN, MI, OH and WI only  
\*\*Licensed in: MI and WI only

Cheri Leich  
FCSD - Consumer Affairs  
16800 Executive Plaza Drive  
Suite 3N-333  
Dearborn, MI 48126-4207  
Mail Drop 3NE-B

5 APR 12 2005  
 CONSUMER AFFAIRS

Re: **2002 Ford Explorer (VIN # 1FMZU63E12Z [REDACTED])**

Dear Sir/Madam:

Please be advised that this law office, Consumer Legal Services, P.C., represents Ms. Linda J. Smith regarding the purchase/ lease of a 2002 Ford Explorer. This firm will refrain from filing suit in an effort to resolve this matter prior to litigation. In order to assist you in evaluating this matter, the following is a detailed repair summary relative to Ms. Smith's vehicle (see enclosed copies of repair orders):

<u>Date</u>	<u>Mileage</u>	<u>Invoice #</u>	<u>Complaint</u>
08/01/03	21452	26079	<b><u>SAFETY INSPECTION:</u></b> Safety inspection. Front line ready, ok.  <b><u>SMOG CERTIFICATION:</u></b> State required certification. Performed smog certification per state requirements.
09/03/03	22475	28968	<b><u>MISC:</u></b> Request keyless entry code.  <b><u>MALFUNCTION:</u></b> The map reads SE all the time while driving.

**TRANSMISSION:** Transmission is shifting by itself jerking on acceleration. Test drove vehicle, slipping and jerking while driving. Ran EECV test code, Pin point test remove transmission, tear down, exchange unit per ESP flush lines, shifter cable, test drove, top off ran final EECV test pass.

**TAIL GATE:** The tail gate is not closing.

**TAIL GATE:** The tail gate right latch came off. Replaced front rear window lift and re-align lift gate.

**CONSOLE:** The middle console inop. Not closing. No work done, not covered.

**SUNROOF:** The sunroof is coming apart. Headliner coming apart.

**WINDOW:** Front window makes a loud squeaking noise when rolling up or down. Remove pass front door panel, inspect for noise found window regulator inop. Replaced window regulator.

06/07/04      43260      52909

**ENGINE LIGHT:** Check engine light is on and rough idling. Performed DPFE recall done.

**AIRBAG:** Advise to diagnose air bag light stays on. Diagnose air bag system open on drivers side. Air bag trace open on red wire repair open, retest operations working properly.

11/05/04      56252      65755

**TRANSMISSION:** Transmission shifting harsh jerks on reverse. R&R transmission overhaul transmission. Road test mount on bench. Diagnosis EEC test, replace shift solenoid adjust shift cable perform transmission fluid flow, install in line filter. Replace transmission cooler.

**ENGINE:** Engine squeaking/clicking noise. Road test to diagnose noise. Replace noisy belt tensioner and belt.

03/28/05      67384      76958

**TRANSMISSION:** A clunk noise coming from transmission going into reverse. Transmission diagnosis test drove ran EECV test code. Pinpoint test, remove pan, repalced solenoid transmission filter, also extension housing gasket/seal refill with oil retest ok.

**ENGINE:** Engine makes a creaking noise at idle. It also jerks going forward. No problem found at this time.

**ENGINE:** There is a humming noise coming from engine area (mainly when starts up), please advise. Test EEC-DTC pass pinpoint test, replaced IAC sticks 41. Replaced PCV valve, replaced t/body binding 41 retest ok.

Ms. Smith has submitted the 2002 Ford Explorer for vehicle defects on at least **five (5)** occasions. The limited written warranty provides that Ford Motor Company or its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford's inability to repair this vehicle after five attempts is a violation of both the Song-Beverly Warranty Act and the Consumer Legal Remedies Act. As such, Ms. Smith respectfully requests that Ford Motor Company **repurchase or replace the 2002 Ford Explorer and pay her attorney fees and costs.**

More specifically, please take notice that pursuant to California Civil Code §1782(a)(1) the above acts and omissions on your behalf violate California Civil Code §§1770(a)(2) Misrepresenting the source, sponsorship, approval, or certification of goods or services;(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and (16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

Therefore, pursuant to California Civil Code §1782(a)(2) my client demands that you correct, repair, replace, or otherwise rectify said violations of California Civil Code §1770 by repurchasing the vehicle.

April 8, 2005  
Ford Motor Company  
Re: 2002 Explorer  
Page: 4

**Please be further advised that all communication regarding this matter must be directed to my office.**

This offer and all of its contents are for settlement purposes only.

Thank you for your time and attention. I look forward to hearing from you.

Very Truly Yours,

**CONSUMER LEGAL SERVICES, P.C.**

A handwritten signature in black ink, appearing to read "M. Nita", with a long horizontal stroke extending to the left.

M. Nicholas Nita, Esq.

MNN:sc  
Enclosures

Action Detail

<b>VIN:</b> 1FMZU63E127 [REDACTED]	<b>Year:</b> 2002	<b>Model:</b> EXPLORER	<b>Case:</b> 1289551035
<b>Name:</b> [REDACTED]	<b>Owner Status:</b> Subsequent	<b>WSD:</b> 2001-06-26	
<b>Symptom Desc:</b> AUTO TRANS GENERAL NOISE		<b>Primary Phone:</b> [REDACTED]	
<b>Reason Desc:</b> LEGAL - OTHER ATTORNEY DEMAND		<b>Secondary Phone:</b> [REDACTED]	
<b>Issue Type:</b> 07 LEGAL	<b>Issue Status:</b> INVESTIGATION	<b>Dealer:</b> POWER FORDTORRANCE	
<b>Origin Desc:</b> CONSUMER AFFAIRS - LITIGATION PREVENTION-FD		<b>P &amp; A Code:</b> 05524	
<b>Action Desc:</b> OPEN LEGAL CONTACT - ATTORNEY DEMAND			
<b>Odometer:</b> 67384 MI	<b>Comm Type:</b> MAIL		
<b>Action Date:</b> 04/13/2005	<b>Action Time:</b> 08:02:34:323	<b>Action Data:</b> Yes	
<b>Analyst Name:</b> LEICH,CHERIE	<b>Analyst:</b> CLEICH		

**COMMENTS:** \*\*\*\*\*ATTORNEY DEMAND\*\*\*\*\*DATE STAMPED 4-12-05. ATTORNEY ALLEGES CLIENT'S VEHICLE HAS BEEN SERVICED FOR CLUNK NOISE WHEN GOING INTO REVERSE, ENGINE MAKES A CREAKING AND HUMMING NOISE, AIR BAG LIGHT STAYS ON, CHECK ENGINE LIGHT ON, FRONT WINDOW MAKES A LOUD SQUEAKING NOISE, SUNROOF IS COMING APART AND TAIL GATE IS NOT CLOSING.ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.



5/5/2005





State of New Jersey  
 DEPARTMENT OF LAW AND PUBLIC SAFETY  
 DIVISION OF CONSUMER AFFAIRS  
 OFFICE OF CONSUMER PROTECTION  
 LEMON LAW UNIT  
 P.O. Box 45026  
 NEWARK, NEW JERSEY 07101  
 (973) 504-6226  
 (800) 242-5846  
 E-MAIL: AskConsumerAffairs@lps.state.nj.us

### Lemon Law Dispute Resolution Application

#### Consumer Information

NAME: [REDACTED]	<b>FOR OFFICE USE ONLY</b> LL case number: <u>04-4011</u> Assigned to: <u>T. Daniels</u> Date accepted: <u>3/2/04</u> OAL docket number: _____ Date completed: _____ Approved by: <u>Neil DeStell</u>
ADDRESS: [REDACTED]	
CITY: <u>Ledge wood</u>	
STATE: <u>New Jersey</u> ZIP: [REDACTED]	
HOME TELEPHONE NUMBER: [REDACTED]	
WORK TELEPHONE NUMBER: [REDACTED]	
FAX TELEPHONE NUMBER: _____	
E-MAIL ADDRESS: [REDACTED]	

For statistical and informational purposes only. Your age:  18-29  30-44  45-59  60 or older

#### Attorney Information (If an attorney is going to represent you, please provide the following information.)

Attorney's name: \_\_\_\_\_  
 Law firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP code: \_\_\_\_\_  
 Telephone number: \_\_\_\_\_ (include area code) FAX number: \_\_\_\_\_ (include area code)

#### Vehicle Information

1. Is the vehicle registered in New Jersey?  Yes  No  
 If "No," was the vehicle purchased or leased in New Jersey?  Yes  No

2. Manufacturer: Ford  
 Make: Ford Truck Model: Explorer  
 Year: 2002 Color: BLUE Body type: 4DR WGN 4WD

3. Is your vehicle normally used for commercial purposes?  Yes  No

4. What was the mileage on delivery? 27 Present mileage: 19,420

5. Date of delivery: 8 / 9 / 2002  
Month Day Year



6. The vehicle identification number (the VIN can be found on the registration): 1FMZU73W52U [REDACTED]  
7. Dealer from which the vehicle was purchased or leased:  
Name: Hackettstown Ford Telephone number: 888-480-4760  
(include area code)

Street Address: 100 Main St  
City: Hackettstown State: N.J. ZIP code: 07840

8. Company to which you make monthly payments:  
Name: Ford Motor Credit Telephone number: 888-727-7000  
(include area code)

Street Address: Box 220564  
City: Pittsburgh State: Pa. ZIP code: 15257-2564

If the vehicle was purchased, give the loan account number: 00000031555573

**Financial Information** (You should review your sales or lease agreement for the costs.)

9. Total Sales Price, including: any fees, taxes and finance charges 35,036.96  
10. Less any rebates - 1,500.00  
11. Total Purchase Price (Subtract: 9 - 10) = 33,536.96  

---

12. Other Costs, including: any towing charges, rental fees, cost of modifications 285.00  
13. Cash Amount Paid at the Time of Purchase, including: security deposit and trade-in allowance + 10,000.00  
14. Total Amount of Monthly Payments made to date (397.28) x (17) + 6,753.68  
monthly payment the number of months  
15. Total Amount Paid (Add: 12, 13 and 14) = 17,038.68

**Nonconformity Repair Information**

16. Briefly describe the defect which substantially impairs your vehicle's use, value or safety. (Use additional sheets of paper if needed.)  
Air bag light on causing air bag to become disabled.

17. Is this defect the result of your abuse, neglect or an unauthorized modification or alteration?  Yes  No  
If "Yes," please explain: (Use additional sheets of paper if needed.) \_\_\_\_\_

18. Have you notified the manufacturer of the defect, by certified mail, return receipt requested?  Yes  No  
What was the certified mail return receipt date? 4/9/03 What was the vehicle's mileage at the time? 8350

19. Was there a final repair attempt?  Yes  No  
If "Yes," what was the date of the final repair attempt? 4/22/03  
What was the vehicle's mileage at the time of the final repair attempt? 8650  
If "No," please explain: \_\_\_\_\_

20. Was the vehicle ever repaired by anyone other than a dealer authorized by the manufacturer?  Yes  No  
If "Yes," by whom? \_\_\_\_\_

21. If you answered "Yes" to question number 20, was that repair authorized by the manufacturer or its dealer?  Yes  No

22. What was the date you first presented your vehicle to the dealer for repair of the defect? 8/28/02  
What was the vehicle's mileage at the time? 1118

23. If your vehicle experienced one or more defects, how long did it take to repair for a total of one or more days?

If "Yes," how many days? \_\_\_\_\_

Yes  No

24. Give a chronology of the repair attempts for the defect.

Brief description of problem(s)

1 <sup>st</sup> Defect	Date	Mileage	Days out of service
Air bag light flashing / on	8/28/02	1118	2
Air bag light flashing / on	12/6/02	4553	4
Air bag light flashing / on	1/6/03	5535	1

2 <sup>nd</sup> Defect	Date	Mileage	Days out of service
Air bag light flashing / on	4/22/03	8650	3

Do any of the problems continue to exist?

Yes  No

If "Yes," please explain: (Use additional sheets of paper if needed.) At 19,130 miles air bag light began to come on, disabling air bag.

**Additional Information**

25. Have you previously participated in any arbitration for the nonconformity for which you are now seeking relief?

Yes  No

If "Yes," what was the date of the final arbitration decision? \_\_\_\_\_

Did you accept the decision?

Yes  No

If "Yes," please explain and give the current status: (Use additional sheets of paper if needed.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the manufacturer has not yet given me a refund or replacement, and that all statements made in connection with this request for dispute resolution are true to the best of my knowledge. I understand that this document and its attachments are a part of the public record.

I am aware that I can participate in the dispute resolution process regarding this motor vehicle only once and that further applications will not be accepted after a final decision is issued in this case.

\_\_\_\_\_

2/1/04  
Date

If you have not already done so, please attach legal copies (do not send originals) of the following:

- Final repair opportunity letter to the manufacturer
- Certified mail return receipts
- All relevant evidence of repair attempts
- Sales invoice
- All towing charges, rental fees, expert witness fees and legal fees.
- Purchase order
- Finance agreement
- Lease agreement
- Work orders/repair invoices
- Vehicle registration



All Action Details for Issue

Print

VIN: 1FMDU74E52U [REDACTED] Year: 2002 Model: EXPLORER Case: 1445032132  
 Name: [REDACTED] Owner Status: Original WSD: 2001-11-27  
 Symptom Desc: INDICATOR CHECK ENGINE Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary Phone:  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND  
 Dealer: 01659 HIGHLAND PARK FORD SALES, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 48445 MI Comm Type: MAIL  
 Analyst Name: LORI PEREZ Analyst: LPEREZ19  
 (LPEREZ19)  
 Action Date: 08/14/2002 Action Time: 10.07.34.585 Action Data: Yes

Comments \*\*\*\*\*ATTORNEY DEMAND\*\*\*\*\* 8/14/02 ATTORNEY ALLEGIES HIS CLIENT'S VEHICLE HAS MULTIPLE DEFECTS. ATTORNEY ALLEGIES FORD REPURCHASE THE VEHICLE AND REFUNDS OF ALL AMOUNTS PAID TO DATE.

Data Element Name	Data Value
NAME OF LAW FIRM	MARLISS E. TUREK ATTORNEY AT LAW
ATTORNEY NAME	MARLISS E. TUREK
ATTORNEY PHONE NUMBER	8477358599

Action: SEND ACKNOWLEDGEMENT LETTER TO ATTORNEY  
 Dealer: 01659 HIGHLAND PARK FORD SALES, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 48445 MI Comm Type: MAIL  
 Analyst Name: MOSLEY, TISHA Analyst: TMOSLEY  
 (T.S.)  
 Action Date: 08/15/2002 Action Time: 09.51.08.153 Action Data: Yes

Comments \*\*\*LPA SPOKE WITH ATTORNEY-MARLISS TUREK WHO'S, ALSO THE DRIVER OF THE VEHICLE, WHICH SHE'S BUYING THE VEHICLE. LPA WAS INFORMED SHE IS STILL EXPERIENCING CONCERNS WITH THE GEARSHIFT, AIRBAG LIGHT(FLICKERS), STALLING AND THERE ARE PARTS THAT HAVE PLACED UNDERNEATH THE SEAT. LPA WAS INFORMED HER LAST VISIT AT THE DEALERSHIP WAS 2 WEEKS AGO AND SHE'S SCHEDULED TO RETURN VEHICLE 8/19/02 FOR A REPAIR, WHICH THEY HAS TO ORDER PARTS. LPA INFORMED ATTORNEY-TUREK THAT SHE WILL BE CONTACTED ONCE THE SERVICE RECORDS HAVE BEEN REVIEWED.

Data Element Name	Data Value
CERTIFIED LETTER #	MARLISS E TUREK

Action: INFORMATION CALL/FAX WITH DEALER  
 Dealer: 01659 HIGHLAND PARK FORD SALES, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 48445 MI Comm Type: MAIL  
 Analyst Name: MOSLEY, TISHA Analyst: TMOSLEY  
 (T.S.)  
 Action Date: 09/24/2002 Action Time: 13.35.44.087 Action Data: No

**Comments** \*\*\*LPA SPOKE WITH ACTING SM-GREG WEINS AT THE DEALERSHIP AND WAS INFORMED THAT THE CUSTOMER'S LAST VISIT WAS 8/27/02 FOR CONCERNS INVOLVING THE AIRBAG LIGHT. LPA WAS INFORMED THAT THEY REPLACED THE SEATBELT PRETENSIONERS. LPA WAS INFORMED DURING THE LAST VISIT THERE WERE NO OTHER CONCERNS. LPA WAS INFORMED THE CUSTOMER HAS NOT RETURNED TO THE DEALERSHIP SINCE LAST VISIT. LPA REQUESTED THE SERVICE RECORDS TO BE FAXED ASAP.

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**Action:** FINAL CASE DISPOSITION

**Dealer:** 01659 HIGHLAND PARK FORD SALES, INC.

**Origin Desc:** CONSUMER AFFAIRS - LITIGATION PREVENTION

**Odometer:** 48445 MI

**Comm Type:** MAIL

**Analyst Name:** MOSLEY, TISHA (T.S.)

**Analyst:** TMOSLEY

**Action Date:** 09/24/2002

**Action Time:**  
13.43.44.019

**Action Data:** No

**Comments** \*\*\*LPA IS DENYING ASSISTANCE DUE TO THE DEALERESHIP ADDRESSING AIRBAG CONCERN AND ALL OTHERS DURING THE CUSTOMER'S LAST VISIT 8/27/02. \*\*\*\*\*LPA IS SENDING CUSTOMER/ATTORNEY A DENIAL LETTER DATED 9/24/02. \*\*\*\*\*NO FURTHER ACTION AT THIS TIME\*\*\*\*\*

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## BACKGROUND

3. On or about November 27, 2001, Plaintiff purchased from Seller a 2002 Ford Explorer (“Explorer”), manufactured by Manufacturer, Vehicle Identification No. 1FMDU74E52UB43652, for valuable consideration (See copy of Plaintiff’s Retail Installment Contract, attached hereto as Exhibit “A”).

4. The price of the Explorer, including registration charges, document fees and sales tax and including other collateral charges, such as bank and finance charges, totaled more than \$34,124.00.

5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Explorer cannot be utilized for personal, family and household use as intended by Plaintiff at the time of acquisition.

6. In consideration for the purchase of the Explorer, Manufacturer issued and supplied to Plaintiff its written warranty, which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the Manufacturer’s New Car Warranty booklet (See copy of Plaintiff’s Warranty Information Booklet, attached hereto as Exhibit “B”).

7. On or about November 27, 2001, Plaintiff took possession of the Explorer and shortly thereafter experienced the various defect listed below that substantially impairs the use, value and/or safety of the Explorer.

8. The defect described below violate the Manufacturer’s warranty issued to Plaintiff, as well as the implied warranty of merchantability.

9. Plaintiff delivered the Explorer to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiff avers that the Explorer has been subject to repair on at least four (4) occasions for the same defect, and that the defect remains uncorrected.

11. Plaintiff brought the Explorer to Seller and/or an authorized service dealer of Manufacturer for the following defect:

- a. Defective electrical system as evidenced by intermittent illumination of the air bag light;
- b. Defective engine as evidenced by stalling and dying;
- c. Defective climate control system;
- d. Defective windows;
- e. Defective seatbelts;
- f. Defective shifter;
- g. Defective doors;
- h. Failure to diagnose and properly cure a persistent water leak;
- i. Defective ignition system;
- j. Defective wipers; and
- k. Any additional defects as contained on repair orders of Defendant's authorized dealerships.

12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair to replace the Explorer.

13. After a reasonable number of attempts to cure the defect in Plaintiff's Explorer, Manufacturer was unable and/or failed to repair the defect, as provided in Manufacturer's warranty.

14. Plaintiff justifiably lost confidence in the Explorer's safety and reliability, and said defect has substantially impaired the value of the Explorer to Plaintiff.

15. Said defect could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the Explorer.

16. As a result of this defect, Plaintiff revoked her acceptance of the Explorer in writing.



17. At the time of revocation, the Explorer was in substantially the same condition as at delivery except for damage caused by its own defect and ordinary wear and tear.

18. Defendant refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

19. The Explorer remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defect that substantially impairs its use, value and/or safety.

20. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its express warranty and its failure to provide Plaintiff with a merchantable Explorer.

**COUNT I**  
**BREACH OF WRITTEN WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

21. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

22. Plaintiff is a purchaser of a consumer product who received the Explorer during the duration of a written warranty period applicable to the Explorer and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

23. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

24. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

25. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. (“Warranty Act”) is applicable to Plaintiff’s Complaint in that the Explorer was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

26. Plaintiff’s purchase of the Explorer was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Explorer to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Explorer in the event that the Explorer failed to meet the specifications set forth in Manufacturer’s warranty.

27. Manufacturer’s warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Explorer to Plaintiff.

28. Said purchase of Plaintiff’s Explorer was induced by, and Plaintiff relied upon, Manufacturer’s written warranty.

29. Plaintiff has met all of her obligations and preconditions as provided in the written warranties, including submitting her claims to the Dispute Settlement Board.

30. As a direct and proximate result of Manufacturer’s failure to comply with its written warranty, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

31. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys’ fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

32. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

33. The Explorer purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from the Manufacturer to the intended consumer, Plaintiff herein.

34. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

35. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

36. Pursuant to 15 U.S.C. §2308, Plaintiff's Explorer was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the Explorer was intended.

37. The Explorer was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the Explorer contained in the contracts and labels.

38. The above described defect in the Explorer render the Explorer unmerchantable, and thereby not fit for the ordinary and essential purpose for which the Explorer was intended and as represented by Manufacturer.

39. As a result of the breaches of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Explorer.

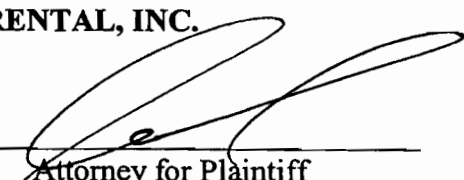
40. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,  
**MARLISS TUREK D/B/A DELAWARE  
CAR RENTAL, INC.**

By: \_\_\_\_\_

  
Attorney for Plaintiff

KROHN & MOSS, LTD.  
Attorneys for Plaintiff  
120 West Madison Street, 10<sup>th</sup> Floor  
Chicago, Illinois 60602  
(312) 578-9428  
I.D. No. 33599



1 CONSUMER LEGAL SERVICES, P.C.  
 M. Nicholas Nita, Esq. (SBN 225194)  
 2 Steve B. Mikhov, Esq. (SBN 224676)  
 1950 Sawtelle Boulevard, Suite 245  
 3 Los Angeles, California 90025  
 Telephone: (310) 477-1474  
 4 Facsimile: (310) 477-0343  
 5 Attorneys for Plaintiff,  
 MARLA A. DURHAM-AVERY  
 6  
 7

**FILED**  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF ORANGE  
 CENTRAL JUSTICE CENTER  
 MAY 25 2006  
 ALAN SLATER, Clerk of the Court  
 BY: ENRIQUE VELOZ, DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 9 FOR THE COUNTY OF ORANGE

10 06CC06497

11 MARLA A. DURHAM-AVERY, an )  
 individual, )  
 12 )  
 Plaintiff, )  
 13 )  
 14 )  
 15 )  
 16 )  
 v. )  
 17 )  
 18 )  
 19 )  
 20 FORD MOTOR COMPANY, a Delaware )  
 Corporation; SANTA MARGARITA )  
 21 FORD, a California )  
 Corporation; and DOES 1 )  
 22 through 20, inclusive, )  
 23 Defendants. )  
 24 )  
 25 )  
 26 )  
 27 )  
 28 )

CASE NO.:

Assigned for all purposes to:  
 The Honorable  
 Dept.:

**JUDGE MICHAEL BRENNER  
 DEPT. C20**

COMPLAINT FOR DAMAGES:

1. Breach of Implied Warranty of Merchantability under the Song-Beverly Warranty Act.
2. Breach of Express Warranty under the Song-Beverly Warranty Act.
3. Breach of Express Warranty under the Magnuson-Moss Warranty Act.
4. Breach of Implied Warranty of Merchantability under the Magnuson-Moss Warranty Act.

JURY TRIAL DEMANDED.

1           PLAINTIFF MARLA A. DURHAM-AVERY hereby alleges and complains  
2 as follows:

3           GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

4           1.     Plaintiff is an individual, residing in the City of  
5 Oceanside, County of San Diego, in the State of California.

6           2.     Defendant, FORD MOTOR COMPANY, (hereinafter referred  
7 to as "Manufacturer"), is a corporation doing business in the  
8 County of Orange, State of California, and, at all times  
9 relevant herein, was/is engaged in the manufacture, sale,  
10 distribution, and/or importing of Ford motor vehicles and  
11 related equipment.

12          3.     Defendant, SANTA MARGARITA FORD, (hereinafter referred  
13 to as "Seller"), is a corporation doing business in the County  
14 of Orange, State of California, and, at all times relevant  
15 herein, a Manufacturer-authorized agent engaged in the business  
16 of selling/leasing and servicing and repairing Manufacturer's  
17 vehicles.

18          4.     The true names and capacities, whether individual,  
19 corporate, associate, or otherwise, of the Defendants, Does 1  
20 through 20, inclusive, are unknown to Plaintiff who therefore  
21 sues these Defendants by such fictitious names. Plaintiff will  
22 seek leave to amend this Complaint to set forth their true names  
23 and capacities when they have ascertained them. Further,  
24 Plaintiff is informed and believes, and thereon alleges, that  
25 each of the Defendants designated herein as a "Doe" is  
26 responsible in some manner for the events and happenings herein  
27 referred to and caused injury and damage to Plaintiff as herein  
28 alleged.

1           5. Plaintiff is informed and believes, and thereon  
2 alleges, that at all times herein mentioned, Defendants, and  
3 each of them, were the agents, servants, and/or employees of  
4 each of their Co-Defendants. Plaintiff is informed and believes,  
5 and thereon alleges, that in doing the things hereinafter  
6 alleged Defendants, and each of them, were acting in the course  
7 and scope of their employment as such agents, servants, and/or  
8 employees, and with the permission, consent, knowledge, and/or  
9 ratification of their Co-Defendants, principals, and/or  
10 employers.

11           6. Before October 17, 2002, defendants Manufacturer and  
12 Does 1 through 20 inclusive, manufactured and/or distributed  
13 into the stream of commerce a new 2002 Ford Explorer, VIN  
14 1FMZU75W02ZC39642 (hereinafter referred to as the "Vehicle") for  
15 its eventual sale/lease in the State of California.

16           7. On or about October 17, 2002, Plaintiff purchased, for  
17 personal, family, and/or household purposes, the subject Vehicle  
18 from the Seller for a total consideration over the term of the  
19 installment contract of \$45,193.84. A true and correct copy of  
20 the Retail Installment Sales Agreement is attached hereto as  
21 Exhibit "1" and incorporated herein by this reference.

22           8. The subject Vehicle was/is a "new motor vehicle" under  
23 the Song-Beverly Warranty Act.

24           9. Along with the purchase of the Vehicle, Plaintiff  
25 received written warranties and other express and implied  
26 warranties including, but not limited to, warranties from  
27 Manufacturer and Seller that the Vehicle and its components  
28 would be free from all defects in material and workmanship; that



1 the Vehicle would pass without objection in the trade under the  
2 contract description; that the Vehicle would be fit for the  
3 ordinary purposes for which it was intended; that the Vehicle  
4 would conform to the promises and affirmations of fact made;  
5 that Defendants, and each of them, would perform any repairs,  
6 alignments, adjustments, and/or replacements of any parts  
7 necessary to ensure that the Vehicle was free from any defects  
8 in material and workmanship; that Defendants, and each of them,  
9 would maintain the utility of the Vehicle for three years or  
10 36,000 miles and would conform the Vehicle to the applicable  
11 express warranties. (A copy of the written warranty is in the  
12 possession of the Defendants).

13       10. Plaintiff has duly performed all the conditions on  
14 Plaintiff's part under the purchase agreement and under the  
15 express and implied warranties given to plaintiff, except  
16 insofar as the acts and/or omissions of the Defendants, and each  
17 of them, as alleged herein, prevented and/or excused such  
18 performance.

19       11. Plaintiff has delivered the Vehicle to the  
20 Manufacturer's authorized service and repair facilities, agents  
21 and/or dealers, including Seller, on at least eleven (11)  
22 separate occasions resulting in the Vehicle being out of service  
23 by reason of repair of nonconformities for over thirty-five (35)  
24 days. True and correct copies of the Repair Orders are attached  
25 hereto as **Exhibit "2"** and incorporated herein by this reference.

26       12. By way of example, and not by way of limitation, the  
27 defects, malfunctions, misadjustments, and/or nonconformities  
28 with Plaintiff's Vehicle include the following:

1	<u>DATE</u>	<u>DAYS</u>	<u>MILEAGE</u>	<u>ORDER#</u>	<u>COMPLAINT</u>
2	11/12/02	3	1,465	304786	<u>A/C SYSTEM</u> : Clunking noise at start when A/C system on. Not constant. inspected AC system. Unable to verify concern. System ok.
3					
4					
5					<u>SRS</u> : SRS light on system malfunction, not able to move seat. (Driver seat). No SRS light on. Seat operating properly.
6					
7					
8					<u>WINDOWS</u> : Whirring noise most noticeable when driving w/ windows down, next to buildings. No problem found.
9					
10					
11					<u>TRANSMISSION</u> : Gear shift sometimes clunks into drive from park even when locked in drive. No problem found.
12					
13					<u>POWER STEERING</u> : Power steering seems to be malfunctioning. Car hard to steer. OK tire pressure ok. Steering operating normal at this time.
14					
15					
16					
17					<u>SUSPENSION</u> : Suspension or steering rattle when driving over bumps. Unable to verify at this time.
18					
19	11/21/02	1	1,677	246653	<u>WARNING LIGHTS</u> : Safety restraint light comes on and then loses power in seats. Warning lights/chimes- Other indicator/warning light troubles. Unable to verify customers concern at this time.
20					
21					
22					
23					
24					<u>CLIMATE CONTROL</u> : Odor/ vapor from vents - continues after start-up- always. Deodorized AC system.
25					
26	05/12/03	1	7,880	259920	<u>WINDOWS</u> : Left rear window inop. Test LR window operation and remove door trim panel. Remove motor and replace motor. Test window operation after repair.
27					
28					

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**WARNING LIGHTS:** Seat belt alarm and light go on intermit. even when belt is buckled. Unable to verify customers concern at this time.

**CLIMATE CONTROL:** A/C thumps hard when engaging and bad odor. Secure loose LH register and deodorize system.

**TRANSMISSION:** While driving and gassing it to pass etc. trans slips. Normal operation at this time.

08/02/03 1 10,314 390413

**SRS:** The air bag light 3 days ago and the light is now off but it comes on and off. Check and advise. Diag WDS test system pass. No light on. No problem found at this time.

10/28/03 4 12,828 417211

**FUEL SYSTEM:** After the fuel tank read  $\frac{1}{2}$  tank, the fuel computer will fluctuate over 80 miles of (miles to empty reading). Unable to verify concern at this time. BCE test, pin pt test per symptom no problem found at this time.

**DOORS:** Drivers rear door will not open from the inside remote even when the child is unlock position?? Unable to verify concern.

**CLIMATE CONTROL:** A/C has mildew odor when A/C is on from. Advise Mario on proper fix before repairs. Mildew build-up in evaporator. Performed evaporator cleaner.

11/10/03 X 13,066 420790

**SRS:** Intermittently air bag light comes on. See RO 417211. Diagnose SRS. No codes present. Pinpoint test per manual. Removed both 1/4 panels to inspect, found ok.

1	05/16/05	2	41,571	46077	<b>TRANSMISSION:</b> Automatic trans seems to slip hwy speeds at times and late shift pattern intermittently concern. Could not duplicate customer concern. Reprogrammed DPCM to latest calibration.
2					
3					
4					
5					<b>DIFFERENTIAL:</b> Rear differential fluid leaks. Replaced axle seal.
6					
7	09/12/05	18	47,633	55098	<b>DIFFERENTIAL:</b> Reinspection rear diff fluid leaks and whine sound. Replaced rims and pinion set to specs.
8					
9					
10					<b>EXHAUST:</b> Exhaust leak engine. No leak heard.
11					
12					<b>TRANSMISSION:</b> Automatic trans rattle sound when taking off. Replaced torque converter and dust cover for bell housing.
13					Replaced torque converter and installed updated dust cover.
14					
15	X	X	X	X	<b>MOLDING:</b> Right rear quarter molding is discolor.
16					
17					<b>STEERING WHEEL:</b> Control button is popping off steering wheel.
18					
19					<b>MOLDING:</b> Rear door edge molding discolor.
20	12/13/05	X	54,913	064502	<b>WINDOW:</b> Window regulator, stirp nut on top fo regu[...], grind nut off. Chafed, excessive wear.
21					
22	03/02/06	2	57,678	X	<b>WINDOW:</b> Left rear power window inop. Replaced window motor per TCB.
23					
24					<b>DOOR/ELECTRICAL:</b> Door ajar light staying on. Replaced door ajar switch.
25					

13. Each time Plaintiff delivered the nonconforming vehicle to a Manufacturer-authorized service and repair facility, Plaintiff notified Defendants, and each of them, of

1 the defects, malfunctions, misadjustments, and/or  
2 nonconformities existent with the Vehicle and demanded that  
3 Manufacturer or its representatives repair, adjust, and/or  
4 replace any necessary parts to conform the Vehicle to the  
5 applicable warranties.

6       14. Each time Plaintiff delivered the nonconforming  
7 Vehicle to a Manufacturer-authorized service and repair  
8 facility, Defendants, and each of them, represented to Plaintiff  
9 that they could and would conform the Vehicle to the applicable  
10 warranties, that in fact they did conform the Vehicle to said  
11 warranties, and that all the defects, malfunctions,  
12 misadjustments, and/or nonconformities have been repaired;  
13 however, Manufacturer or its representatives failed to conform  
14 the Vehicle to the applicable warranties because said defects,  
15 malfunctions, misadjustments, and/or nonconformities continue to  
16 exist even after a reasonable number of attempts to repair was  
17 given.

18       15. The amount in controversy exceeds TWENTY FIVE THOUSAND  
19 DOLLARS (\$25,000.00), exclusive of interest and costs, for which  
20 Plaintiff seeks judgment against Defendants, together with  
21 equitable relief. In addition, Plaintiff seeks damages from  
22 Defendants, and each of them, for incidental, consequential,  
23 exemplary, and actual damages including interest, costs, and  
24 actual attorneys' fees.

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27 ///

28 ///

1 FIRST CAUSE OF ACTION

2 (Breach of Implied Warranty of Merchantability under Song-  
3 Beverly Warranty Act against all Defendants)

4 16. Plaintiff realleges each and every paragraph (1-15)  
5 and incorporates them by this reference as though fully set  
6 forth herein.

7 17. The distribution and sale of the Vehicle was  
8 accompanied by the Manufacturer and Seller's implied warranty  
9 that the Vehicle was merchantable.

10 18. Furthermore, Defendants, and each of them, impliedly  
11 warranted, *inter alia*, that the Vehicle would pass without  
12 objection in the trade under the contract description; that the  
13 Vehicle was fit for the ordinary purposes for which it was  
14 intended; that the Vehicle was adequately assembled; and/or that  
15 the Vehicle conformed to the promises or affirmations of fact  
16 made to Plaintiff.

17 19. As evidenced by the defects, malfunctions,  
18 misadjustments, and/or nonconformities alleged herein, the  
19 Vehicle was not merchantable because it did not have the quality  
20 that a buyer would reasonably expect, because it could not pass  
21 without objection in the trade under the contract description;  
22 because it was not fit for the ordinary purposes for which it  
23 was intended; because it was not adequately assembled; and/or  
24 because it did not or could not be conformed to the promises or  
25 affirmations of fact made to Plaintiff.

26 20. Upon discovery of the Vehicles's nonconformities,  
27 Plaintiff took reasonable steps to notify Defendants, and each  
28 of them, within a reasonable time that the Vehicle did not have

1 the quality that a buyer would reasonably expect and, further,  
2 justifiably revoked acceptance of the nonconforming Vehicle.  
3       21. On or about April 22, 2006 and April 26, 2006,  
4 Plaintiff notified the Manufacturer and Seller, respectively, of  
5 their breach and justifiably revoked acceptance of the  
6 nonconforming Vehicle under the Commercial Code sections 2607  
7 and 2608. Plaintiff further demanded that the Manufacturer and  
8 Seller cancel the sale, take back the nonconforming Vehicle,  
9 refund all the money expended, pay the difference between the  
10 value of the Vehicle as accepted and the value the Vehicle would  
11 have had if it had been as warranted, and/or pay damages under  
12 the Commercial Code sections 2711, 2714, and 2715. Defendants,  
13 and each of them, have, however, refused to comply. True and  
14 correct copies of the Notification Letters are attached hereto  
15 as **Exhibit "3"** and incorporated herein by this reference.

16       22. On or about April 22, 2006, Plaintiff also made a  
17 demand upon Manufacturer for replacement or restitution,  
18 pursuant to Song-Beverly. Defendants, and each of them, knew of  
19 their obligations under Song-Beverly; however, despite  
20 Plaintiff's demand, Defendants and each of them, have  
21 intentionally failed and refused to make restitution or  
22 replacement pursuant to Song-Beverly.

23       23. As a result of the acts and/or omissions of the  
24 Defendants, and each of them, Plaintiff has sustained damage in  
25 the amount actually paid or payable under the contract, plus  
26 prejudgement interest thereon at the legal rate. Plaintiff will  
27 seek leave to amend this Complaint to set forth the exact amount  
28 thereof when that amount is ascertained.

1           24. As a further result of the actions of Defendants, and  
2 each of them, Plaintiff has sustained incidental and  
3 consequential damages in an amount yet to be determined, plus  
4 interest thereon at the legal rate. Plaintiff will seek, leave  
5 to amend this Complaint to set forth the exact amount of  
6 incidental damages when that amount is ascertained.

7           25. As a further result of the actions of Defendants, and  
8 each of them, Plaintiff has sustained damages equal to the  
9 difference between the value of the Vehicle as accepted and the  
10 value the Vehicle would have had if it had been as warranted.

11           26. As a direct result of the acts and/or omissions of  
12 Defendants, and each of them, and in pursuing Plaintiff's claim,  
13 it was necessary for Plaintiff to retain legal counsel. Pursuant  
14 to Song-Beverly, Plaintiff, in addition to his other remedies,  
15 is entitled to the recovery of his attorneys' fees based upon  
16 actual time expended and reasonably incurred, in connection with  
17 the commencement and prosecution of this action.

18

19

SECOND CAUSE OF ACTION

20

(Breach of Express Warranty under Song-Beverly Warranty Act  
against all Defendants)

21

22           27. Plaintiff realleges each and every paragraph (1-26)  
23 and incorporates them by this reference as though fully set  
24 forth herein.

25

26           28. The Vehicle had defects, malfunctions, misadjustments,  
and/or nonconformities covered by the warranty that  
27 substantially impaired its value, use, or safety to Plaintiff.

28

29. Plaintiff delivered the Vehicle to Manufacturer or its



1 authorized repair facilities for repair.

2 30. Defendants, and each of them, failed to service or  
3 repair the Vehicle to match the written warranty after a  
4 reasonable number of opportunities to do so.

5 31. The acts and/or omissions of Defendants, and each of  
6 them, in failing to perform the proper repairs, part  
7 replacements, and/or adjustments, to conform the Vehicle to the  
8 applicable express warranties constitute a breach of the express  
9 warranties that the Manufacturer provided to Plaintiff, thereby  
10 breaching Defendants' obligations under Song-Beverly.

11 32. Defendants, and each of them, failed to perform the  
12 necessary repairs and/or service in good and workmanlike manner.  
13 The actions taken by Defendants, and each of them, were  
14 insufficient to make the Subject Vehicle conform to the express  
15 warranties and/or proper operational characteristics of like  
16 Vehicles, all in violation of Defendants' obligations under  
17 Song-Beverly.

18 33. On or about April 22, 2006, Plaintiff made a demand  
19 upon Manufacturer for replacement or restitution, pursuant to  
20 Song-Beverly. Defendants, and each of them, knowing their  
21 obligations under Song-Beverly, and despite Plaintiff's demand,  
22 failed and refused to make restitution or replacement according  
23 to the mandates of Song-Beverly. The failure of Defendants, and  
24 each of them, to refund the price paid and payable or to replace  
25 the Vehicle was intentional and justifies an award of a Civil  
26 Penalty in an amount not to exceed two times Plaintiff's actual  
27 damages.

28 34. As a result of the acts and/or omissions of

1 Defendants, and each of them, and pursuant to the provisions of  
2 the Song-Beverly, Plaintiff is entitled to replacement of the  
3 Vehicle or restitution of the amount actually paid or payable  
4 under the contract, at Plaintiff's election, plus prejudgment  
5 interest thereon at the legal rate. Plaintiff will seek leave of  
6 Court to amend this Complaint to set forth the exact amount of  
7 restitution and interest, upon election, when that amount has  
8 been ascertained.

9       35. Additionally, as a result of the acts and/or omissions  
10 of Defendants, and each of them, and pursuant to Song-Beverly,  
11 Plaintiff has sustained and is entitled to consequential and  
12 incidental damages in amounts yet to be determined, plus  
13 interest thereon at the legal rate. Plaintiff will seek leave of  
14 the court to amend this complaint to set forth the exact amount  
15 of consequential and/or incidental damages, when those amounts  
16 have been ascertained.

17       36. As a direct result of the acts and/or omissions of  
18 Defendants, and each of them, and in pursuing Plaintiff's claim,  
19 it was necessary for Plaintiff to retain legal counsel. Pursuant  
20 to Song-Beverly, Plaintiff, in addition to other remedies, is  
21 entitled to the recovery of his attorneys' fees based upon  
22 actual time expended and reasonably incurred, in connection with  
23 the commencement and prosecution of this action.

24  
25                                   THIRD CAUSE OF ACTION

26       (Breach of Written Warranty under Magnuson-Moss Warranty Act  
27                                   against all Defendants)

28       37. Plaintiff realleges each and every paragraph (1-36)

1 and incorporates them by this reference as though fully set  
2 forth herein.

3 38. Plaintiff is a "Consumer" as defined in the Magnuson-  
4 Moss Warranty Act (hereinafter referred to as the "Warranty  
5 Act") 15 USC 2301(3).

6 39. The Seller is a "Supplier" and "Warrantor" as defined  
7 by the Warranty Act, 15 USC 2301(4), (5).

8 40. The Manufacturer is a "Supplier" and "Warrantor" as  
9 defined by the Warranty Act, 15 USC 2301(4), (5).

10 41. The Vehicle is a "Consumer Product" as defined in the  
11 Warranty Act, 15 USC 2301(1).

12 42. The Vehicle was manufactured, sold, and leased  
13 /purchased after July 4, 1975.

14 43. The express warranty given by the Manufacturer  
15 pertaining to the Vehicle is a "Written Warranty" as defined in  
16 the Warranty Act, 15 USC 2301(6).

17 44. The Seller is an authorized dealership/agent of the  
18 manufacturer designated to perform repairs on Vehicles under  
19 Manufacturer's warranties.

20 45. The above-described actions (failure to repair and/or  
21 properly repair the above-mentioned defects, etc.), including  
22 failure to honor the written warranty, constitute a breach of  
23 the written warranty by the Manufacturer and Seller actionable  
24 under the Warranty Act, 15 USC 2310(d)(1), (2).

25 46. As a direct result of the Manufacturer and/or Seller's  
26 acts and/or omissions, Plaintiff has suffered damages as set  
27 forth herein. Therefore, Plaintiff is entitled to a judgment and  
28 the following relief against all Defendants: (1) A declaration

1 that acceptance has been properly revoked by Plaintiff and for  
2 damages incurred in revoking acceptance; (2) A refund of the  
3 purchase price paid by Plaintiff for the Vehicle; (3)  
4 Cancellation of Plaintiff's retail installment contract and  
5 payment in full of the balance of same; (4) Consequential,  
6 incidental, and actual damages to be proved at trial; (5) Costs  
7 and expenses including actual attorneys' fees reasonably  
8 incurred; (6) Prejudgment interest at the legal rate; and (7)  
9 Such other relief the Court deems appropriate.

10

11

FOURTH CAUSE OF ACTION

12

(Breach of Implied Warranty under Magnuson-Moss Warranty Act

13

against all Defendants)

14

47. Plaintiff realleges each and every paragraph (1-46)

15

and incorporates them by this reference as though fully set

16

forth herein.

17

48. The above-described actions on the part of the Seller

18

constitute a breach of the implied warranties of merchantability

19

actionable under the Warranty Act, 15 USC 2301(7), 2308,

20

2310(d)(1), (2).

21

49. As a direct result of the Seller's acts and/or

22

omissions, Plaintiff has suffered damages as set forth herein.

23

Therefore, Plaintiff is entitled to judgment against all

24

Defendants declaring acceptance has been properly revoked by

25

Plaintiff and for damages incurred in revoking acceptance, for a

26

refund of the purchase price paid by Plaintiff for the Vehicle,

27

for cancellation of Plaintiff's retail installment contract and

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for payment in full by Defendants and all of them on the balance

1 of the installment contract, for consequential, incidental, and  
2 actual damages, for costs, prejudgment interest at the legal  
3 rate, for actual attorneys' fees reasonably incurred, and such  
4 other relief the Court deems appropriate.

5

6       **WHEREFORE**, Plaintiff prays for judgment against all  
7 Defendants, and each of them, as follows:

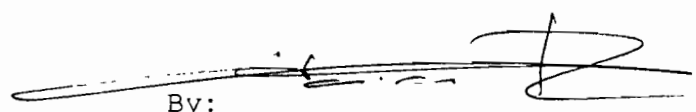
- 8       A. For replacement or restitution, at Plaintiff's  
9       election, according to proof;
- 10       B. For incidental damages, according to proof;
- 11       C. For consequential damages, according to proof;
- 12       D. For a civil penalty as provided in Song-Beverly, in an  
13       amount not to exceed two times the amount of  
14       Plaintiff's actual damages;
- 15       E. For actual attorney's fees, reasonably incurred;
- 16       F. For costs of suit and expenses, according to proof;
- 17       G. For the difference between the value of the Vehicle as  
18       accepted and the value the Vehicle would have had if  
19       it had been as warranted;
- 20       H. For remedies provided in Chapters 6 and 7 of Division  
21       2 of the Commercial Code;
- 22       I. For pre-judgment interest at the legal rate;
- 23       J. Such other relief the Court deems appropriate.

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Date: 5/17/06

Respectfully submitted,  
CONSUMER LEGAL SERVICES, P.C.



By: \_\_\_\_\_  
M. Nicholas Nita, Esq.  
Attorney for Plaintiff,  
MARLA A. DURHAM-AVERY

## Action Detail

---

VIN: 1FMZU75W02Z [REDACTED]	Year: 2002	Model: EXPLORER	Case: 1537031375
Name: [REDACTED]	Owner Status: Subsequent	WSD: 2002-10-17	
Symptom Desc: WINDOW/GLASS SIDE POWER FUNCTION		Primary Phone: [REDACTED]	
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND		Secondary Phone: [REDACTED]	
Issue Type: 07 LEGAL	Issue Status: CLOSED	Dealer: KEN GRODY FORD - CARLSBAD	
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION		P & A Code: 05512	
Action Desc: DENY ASSISTANCE - BEYOND WARRANTY			
Odometer: 60242 MI	Comm Type: FAX		
Action Date: 04/28/2006	Action Time: 11:21:00:450	Action Data: No	
Analyst Name: ROQUEMORE (TROQUEMO),TANYA	Analyst: TROQUEMO		

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**COMMENTS:** BASED ON REVIEW OF VEHICLE INFORMATION, DENIED. VEHICLE DOES NOT MEET AND IS BEYOND WARRANTY. FAXING BEYOND WARRANTY LETTER TO ATTORNEY.

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Ford Confidential

**C**ONSUMER<sup>SM</sup>  
**L**EGAL  
**S**ERVICES, P.C.

ATTORNEYS AND COUNSELORS



www.lemonauto.com

1950 SAWTELLE BLVD. • STE. 245  
LOS ANGELES, CA 90025  
(310) 477-1474  
FAX: (310) 477-1424  
E-MAIL: cls@LemonAuto.com

April 22, 2006

1537031375

REG: 71

TANYA

6 APR 27 AM 11:14

CONSUMER AFFAIRS  
SECTION

Cheri Leich  
FCSD - Consumer Affairs  
16800 Executive Plaza Drive  
Suite 3N-333  
Dearborn, MI 48126-4207  
Mail Drop 3NE-B

Re: 2002 Ford Explorer Limited (VIN# 1FMZU75W02Z

Dear Sir/Madam:

Please be advised that this law office, Consumer Legal Services, P.C., represents [REDACTED] regarding the purchase/lease of a 2002 Ford Explorer Limited. This firm will refrain from filing suit in an effort to resolve this matter prior to litigation. In order to assist you in evaluating this matter, the following is a detailed repair summary relative to [REDACTED] vehicle (see enclosed copies of repair orders):

<u>Date</u>	<u>Mileage</u>	<u>Invoice #</u>	<u>Complaint</u>
11/12/02	1,465	304786	<b><u>A/C SYSTEM:</u></b> Clunking noise at start when A/C system on. Not constant. inspected AC system. Unable to verify concern. System ok.  <b><u>SRS:</u></b> SRS light on system malfunction, not able to move seat. (Driver seat). No SRS light on. Seat operating properly.  <b><u>WINDOWS:</u></b> Whirring noise most noticeable when driving w/ windows down, next to buildings. No problem found.  <b><u>TRANSMISSION:</u></b> Gear shift sometimes clunks into drive from park even when locked in drive. No problem found.



April 22, 2006  
Ford Motor Company  
Re: 2002 Ford Explorer Limited  
Page 2

**POWER STEERING**: Power steering seems to be malfunctioning. Car hard to steer. OK tire pressure ok. Steering operating normal at this time.

**SUSPENSION**: Suspension or steering rattle when driving over bumps. Unable to verify at this time.

11/21/02      1,677      246653

**WARNING LIGHTS**: Safety restraint light comes on and then loses power in seats. Warning lights/chimes- Other indicator/warning light troubles. Unable to verify customers concern at this time.

**CLIMATE CONTROL**: Odor/ vapor from vents - continues after start-up- always. Deodorized AC system.

05/12/03      7,880      259920

**WINDOWS**: Left rear window inop. Test LR window operation and remove door trim panel. Remove motor and replace motor. Test window operation after repair.

**WARNING LIGHTS**: Seat belt alarm and light go on intermit. even when belt is buckled. Unable to verify customers concern at this time.

**CLIMATE CONTROL**: A/C thumps hard when engaging and bad odor. Secure loose LH register and deodorize system.

**TRANSMISSION**: While driving and gassing it to pass etc. trans slips. Normal operation at this time.

08/02/03      10,314      390413

**SRS**: The air bag light 3 days ago and the light is now off but it comes on and off. Check and advise. Diag WDS test system pass. No light on. No problem found at this time.

April 22, 2006  
Ford Motor Company  
Re: 2002 Ford Explorer Limited  
Page 3

10/28/03	12,828	417211	<p><b><u>FUEL SYSTEM:</u></b> After the fuel tank read ½ tank, the fuel computer will fluctuate over 80 miles of (miles to empty reading). Unable to verify concern at this time. BCE test, pin pt test per symptom no problem found at this time.</p> <p><b><u>DOORS:</u></b> Drivers rear door will not open from the inside remote even when the child is unlock position?? Unable to verify concern.</p> <p><b><u>CLIMATE CONTROL:</u></b> A/C has mildew odor when A/C is on from. Advise Mario on proper fix before repairs. Mildew build-up in evaporator. Performed evaporator cleaner.</p>
11/10/03	13,066	420790	<p><b><u>SRS:</u></b> Intermittently air bag light comes on. See RO 417211. Diagnose SRS. No codes present. Pinpoint test per manual. Removed both 1/4 panels to inspect, found ok.</p>
05/16/05	41,571	46077	<p><b><u>TRANSMISSION:</u></b> Automatic trans seems to slip hwy speeds at times and late shift pattern intermittently concern. Could not duplicate customer concern. Reprogrammed DPCM to latest calibration.</p> <p><b><u>DIFFERENTIAL:</u></b> Rear differential fluid leaks. Replaced axle seal.</p>
09/12/05	47,633	55098	<p><b><u>DIFFERENTIAL:</u></b> Reinspection rear diff fluid leaks and whine sound. Replaced rims and pinion set to specs.</p> <p><b><u>EXHAUST:</u></b> Exhaust leak engine. No leak heard.</p> <p><b><u>TRANSMISSION:</u></b> Automatic trans rattle sound when taking off. Replaced torque converter and dust cover for bell housing. Replaced torque converter and installed updated dust cover.</p>
X	X	X	<p><b><u>MOLDING:</u></b> Right rear quarter molding is discolor.</p>

April 22, 2006  
Ford Motor Company  
Re: 2002 Ford Explorer Limited  
Page 4

**STEERING WHEEL:** Control button is popping off steering wheel.

**MOLDING:** Rear door edge molding discolor.

12/13/05      54,913      064502

**WINDOW:** Window regulator, stirp nut on top fo regu[...], grind nut off. Chafed, excessive wear.

03/02/06      57,678      X

**WINDOW:** Left rear power window inop. Replaced window motor per TCB.

**DOOR/ELECTRICAL:** Door ajar light staying on. Replaced door ajar switch.

██████████ has submitted the 2002 Ford Explorer Limited for vehicle defects on at least ten (10) occasions. The limited written warranty provides that Ford Motor Company or its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle after ten attempts is a violation of both the Song-Beverly Warranty Act and the Consumer Legal Remedies Act. As such, Mrs. ██████████ respectfully requests that Ford Motor Company **repurchase or replace the 2002 Ford Explorer Limited and pay her attorney fees and costs.**

More specifically, please take notice that pursuant to California Civil Code §1782(a)(1) the above acts and omissions on your behalf violate California Civil Code §§1770(a)(2) Misrepresenting the source, sponsorship, approval, or certification of goods or services;(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and (16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

Therefore, pursuant to California Civil Code §1782(a)(2) my client demands that you correct, repair, replace, or otherwise rectify said violations of California Civil Code §1770 by repurchasing the vehicle.

April 22, 2006  
Ford Motor Company  
Re: 2002 Ford Explorer Limited  
Page 5

**Please be further advised that all communication regarding this matter must be directed to my office.**

This offer and all of its contents are for settlement purposes only.

Thank you for your time and attention. I look forward to hearing from you.

Very Truly Yours,

**CONSUMER LEGAL SERVICES, P.C.**

Steve B. Mikhov, Esq.

SBM:jl  
Enclosures



IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

6091

**JESUS M. FERRER-MEDINA; ANA  
M. MELENDEZ AYALA & the Legal  
Conjugal Partnership Constituted  
Among Them**

Plaintiffs'

Vs.

**FORD MOTOR COMPANY; RICHARD  
DOE; ABC INSURANCE COMPANY**

Defendant

CIVIL NO.: 03-1160(CC)

**CIVIL ACTION**

**JURY TRIAL DEMANDED**

**COMPLAINT**

**TO THE HONORABLE COURT:**

**NOW COMES** the plaintiffs through its undersigned attorney, and respectfully **AVERS, STATES AND PRAYS:**

**I. JURISDICTION**

1. This Honorable Court has venue and jurisdiction over this civil action, pursuant to 28 U.S.C § 1332, where the matter in controversy exceeds the sum or value of Seventy Five Thousand Dollars (\$75,000.00) exclusive of interest and costs, and it involves a party-plaintiff citizen of the Commonwealth of Puerto Rico; a party-defendant, citizen of a state other than the Commonwealth of Puerto Rico and the fact that the cause of action arose within the District of Puerto Rico. Venue is thus proper pursuant to 28 U.S.C. sec. 1391.

2. The facts set forth in this complaint are actionable pursuant to

**JESUS FERRER, ET.ALS.**  
**COMPLAINT**

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U.S.C. sec. 1367. (Supplemental Jurisdiction), under Article 1802, et. seq. ,  
of the Civil Code of Puerto Rico, 31 L.P.R.A., § 5141, et. seq.

**II. PARTIES**

3. Plaintiff **Jesus M. Ferrer-Medina** (Ferrer) is of legal age, married,  
a correctional officer and resident and domiciled in Rio Grande Puerto Rico;  
whereas **Ana A. Meléndez-Ayala** (Meléndez) is his wife, with whom he has  
duly constituted Legal Conjugal Partnership, (both of whom are hereafter  
referred to as the "Plaintiffs") .

4. Defendant **Ford Motor Company**, (hereinafter referred to as  
"Ford") is a corporation organized and existing under the laws of a state other  
than the Commonwealth of Puerto Rico for the purpose of engaging in the  
business of automobile manufacturing, distribution and sales, throughout the  
United States of America and foreign countries with principal offices in place  
other than the Commonwealth of Puerto Rico, USA.

5. Defendant **Richard Doe** is to the best of plaintiffs belief and  
understanding a currently unidentified defendant, who through some sort of  
business transaction, contract, operation or understanding could be  
conceivably held liable and/or responsible for any part of the claim made  
herein.

6. Defendant **ABC Insurance Company** is a currently unidentified  
entity defendant, organized and existing under the laws of a place other than  
the Commonwealth of Puerto Rico for the purpose of engaging in the business

**JESUS FERRER, ET.ALS.  
COMPLAINT**

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of insurance, with principal offices a place other than the Commonwealth of Puerto Rico and who, at the time of the incident and/or happenings alleged in this complaint, had in full force and effect an insurance policy or contract covering and/or applicable to the legal responsibility and/or liability claimed in this complaint.

**III. FACTUAL ALLEGATIONS**

7. In October 2001, plaintiff **Ana A. Meléndez-Ayala** purchased a model 2002 Ford Explorer XLS, hereinafter referred to as the "vehicle," from Caribe Ford an authorized local dealer in Puerto Rico. Vehicle's identification number was 1FMZU62EX2UB12139.

8. On February 18, 2002 on or about 8:30 p.m., while plaintiff **Jesús M. Ferrer-Medina** was driving the vehicle and approaching his home at Gaviota Street in Coco Beach, Río Grande, Puerto Rico accompanied by his wife, plaintiff **Ana A. Meléndez-Ayala**, the front passenger side airbag suddenly deployed, thrusting **Meléndez** back against her seat with such force as to cause severe physical and emotional injuries.

9. Following this inexplicable deployment of the front passengers side airbag, plaintiff Ferrer immediately stopped the vehicle to assist and withdraw his wife from the vehicle.

10. On returning to vehicle in order to park it, the driver side airbag also violently deployed thrusting plaintiff **Ferrer** forcefully back against the drivers side seat.



**JESUS FERRER, ET.ALS.**  
**COMPLAINT**

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11. No impact nor braking ever occurred shortly prior to the deployment of these airbags.

12. Following this incident plaintiffs had their vehicle taken to the dealership where it had been purchased and requested that it be repaired or substituted in agreement with the terms and conditions of its warranty.

13. Ford's authorized dealer, Caribe Ford and subsequently Ford Motor Company refused to repair or substitute plaintiffs vehicle.

**IV. DAMAGES**

14. As a direct result of this incident plaintiffs suffered and continues to suffer severe physical and emotional injuries to include:

- a. Due to injuries suffered, plaintiffs have and continues to received medical treatment for a back and shoulder lesions all of which will require intense and prolonged therapy, medications and constitute severe permanent physical disabilities;
- b. Due to injuries suffered in the subject incident, plaintiffs have been unable to carry out daily personal and home chores for which they now require assistance;
- c. Due to injuries caused during subject incident, plaintiffs have suffered a radical decline in their quality of life and anticipate a significant decrease in job advancement expectations;

**JESUS FERRER, ET.ALS.  
COMPLAINT**

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- d. Plaintiffs have incurred in medical and other necessary expenditures arising from her injuries and will be required to continue incurring in such expenses in the future.
- e. Plaintiffs are informed and believed that by reason of their injuries they will not recover normal body functions and will suffer lifetime impairment of upper, middle and lower back areas.
- f. As a direct and proximate result of the aforesaid injuries, plaintiffs have undergone and will undergo great pain and discomfort and experience extensive mental and emotional anguish.
- g. Due to plaintiff's injuries, it will be necessary in the future for the plaintiff to procure further medical care and attention.
- h. Plaintiffs are medically informed that due to their injuries, they will suffer permanent disability whose precise percent (%) is currently in process of medical assessment.

**V. NEGLIGENCE AND LIABILITY**

15. Plaintiffs holds that injuries and damages suffered in the above described accident were the sole and direct consequence of defendants negligence whereas **Ford Motor Company** designed, manufactured, marketed sold and delivered to the plaintiffs a defectively designed, constructed and/or

**JESUS FERRER, ET.ALS.**  
**COMPLAINT**

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assembled automobile, which was not reasonably safe for use and purpose for which the plaintiffs purchased it. Contrary to vehicles marketing programs, highlighting its airbag systems as a significant safety feature designed to protect passengers, plaintiffs vehicle airbag system was precisely the opposite whereas it constituted a safety risk.

16. Plaintiff's further hold that the injuries and damages they suffered resulted from the direct and impending consequence of defendants negligence displayed by advertising, marketing and distributing a motor vehicle they know or should have known constituted at hazard to the safety of its driver and occupants and third parties and was imminently and inherently dangerous, as herein stated and by reason of such a breach of warranty, plaintiff has suffered damages claimed.

17. Plaintiffs hold that defendants further breached their duty and warranty on knowingly and willfully declining to correct and/or repair this inherently dangerous condition thus risky the life and safety of its consumers, the general public.

18. Plaintiffs allege that on the date of the above narrated incident, defendant **Ford** had in full force and effect public liability and/or product liabilities insurance policies, issued by **ABC** Insurance Company, which among other things afforded defendant coverage against claims for damages caused to third persons, such as plaintiffs and that under the terms and conditions of such an insurance policy, defendant **ABC** Insurance Company is bound,

**JESUS FERRER, ET. ALS.  
COMPLAINT**

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obligated and liable unto plaintiff for the personal injuries and other damages suffered herein above described.

19. Plaintiffs demand trial by jury of all causes of action.

**FIRST CAUSE OF ACTION**

20. Plaintiffs **Jesus M. Ferrer-Medina** and **Ana A. Meléndez-Ayala** hereby alleges by reference, as restated at length herein, the preceding paragraphs and claims that as the result of the above indicated circumstances she has suffered injuries, permanent disability, physical and emotional sufferings, representing currently **ONE MILLION DOLLARS (\$1,000,000.)**. In addition to foreseen medical expenses totaling **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.)**

**SECOND CAUSE OF ACTION**

21. Plaintiffs **Jesus M. Ferrer-Medina** and **Ana A. Meléndez-Ayala** **and the legal Conjugal Partnership Constituted** among them hereby re-allege by reference, as if restated as length herein, the preceding paragraphs, claims that as a result of the above cited circumstances they have suffered damages amounting to **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.)**

**WHEREFORE**, it is prayed that the complaint be granted and the defendants be jointly and severally condemned to pay the damages herein claimed; pay all costs and a reasonable amount for attorneys' fees, as well as such further relief as may be deemed just and proper.

**RESPECTFULLY SUBMITTED.**

**JESUS FERRER, ET.ALS.  
COMPLAINT**

---

In Fajardo, Puerto Rico, this February 18, 2003.

**RUIZ & REYES LAW OFFICES**

Attorneys for the Plaintiffs

P.O. Box 1232

Fajardo, P.R. 00738-1232

Tel.: (787) 801-8754 / (787) 636-9108

Fax: (787) 801-6986



---

**RICARDO RUIZ DIAZ**

USDC: PR 118613

POLICIA DE PUERTO RICO
Informe de Accidente de Tránsito

Num Informe 333
Area

Main form containing sections: SITIO Y FECHA DE OCURENCIA, VEHICULO 1, ABANDONO LUGAR, VEHICULO 2, ABANDONO LUGAR, CODIGO PARA AREAS SOBREADAS. Includes fields for date, location, vehicle details, driver information, and accident classification.

POLICIA DE PUERTO RICO

Informe de Accidente de Tránsito  
(Continuación)

Num. Querela 2002-12  
Num. Informe \_\_\_\_\_  
Area Egido

PR-93  
REV 01/84  
PAG 2

ABRIR DE HERIDOS O MUERTOS

		115A VEH	116 Sexo <u>F</u>	117 Edad	118 Heridos <u>2</u>	119 Tipo Lesión <u>02</u>	120. Expulsión <u>00</u>	121. Primeros Auxilios por	Equipo de Seguridad													
									Cinturón Falda 03 - En uso	Peatón/Ciclista 16 - Vestimenta												
123. Transportado a: <u>COT PANORAMA</u>		124. Transportado por: <u>FAMILIAR</u>							Equi. Seg. Motora 10 - Utiliza casco	99 - Desconocido												
125. Nombre		125A VEH	126. Sexo	127 Edad	128. Heridos	129. Tipo Lesión	130. Expulsión	131. Primeros Auxilios por	Cinturón Falda 03 - En uso	Peatón/Ciclista 16 - Vestimenta												
132. Dirección									Equi. Seg. Motora 10 - Utiliza casco	99 - Ninguno en uso												
133. Transportado a		134. Transportado por:							Equi. Seg. Niños 29 - Asiento para niño	165 <u>CB</u>												
135. Nombre		135A VEH	136. Sexo	137 Edad	138 Heridos	139 Tipo	140. Expulsión	141. Primeros Auxilios por	Cinturón Falda 03 - En uso	Peatón/Ciclista 16 - Vestimenta												
142. Dirección									Equi. Seg. Motora 10 - Utiliza casco	99 - Desconocido												
143. Transportado a		144. Transportado por:							Equi. Seg. Niños 29 - Asiento para niño	166 <u>  </u>												
145. Nombre		145A VEH	146. Sexo	147 Edad	148 Heridos	149 Tipo Lesión	150. Expulsión	151. Primeros Auxilios por	Cinturón Falda 03 - En uso	Peatón/Ciclista 16 - Vestimenta												
152. Dirección									Equi. Seg. Motora 10 - Utiliza casco	99 - Desconocido												
153. Transportado a:		154. Transportado por:							Equi. Seg. Niños 29 - Asiento para niño	168 <u>  </u>												
155. Nombre		155A VEH	156. Sexo	157 Edad	158 Heridos	159. Tipo Lesión	160. Expulsión	161. Primeros Auxilios por	Cinturón Falda 03 - En uso	Peatón/Ciclista 16 - Vestimenta												
162. Dirección									Equi. Seg. Motora 10 - Utiliza casco	99 - Desconocido												
163. Transportado a		164. Transportado por:							Equi. Seg. Niños 29 - Asiento para niño	169 <u>  </u>												
Anotar los siguientes códigos correspondientes a los heridos o muertos		Heridos 1 - Conductor 2 - Pasajero 3 - Peatón 4 - Ciclista		Tipo de Lesión 01 - Herido leve 02 - Herido 03 - Muerto 04 - Se desconoce		Expulsión 00 - Ninguna 01 - No aplica 02 - Parcial 03 - Desconocida		Primeros Auxilios por 01 - Ambulancia 02 - Médico 03 - Paramédico 04 - Policía		97 - Otro 98 - Ninguno 99 - Desconocido												
172. Descripción del accidente. Utilice la hoja suplementaria para la descripción del accidente. Para más de dos vehículos o 5 heridos y/o muertos utilice sets adicionales.																						
173. Defectos en carr. 04 - Paseo. Curbeta-baja 05 - Paseo. Curbeta-alta 06 - Hoyos, etc. 07 - Otro 08 - Ninguno		174. Superficie 04 - Sin pavimentar 15 - Asfalto 18 - Concreto 21 - Ladrillo 97 - Otro		175. Condición 01 - Seco 02 - Mojado 06 - Fangoso 97 - Otro		176. ¿Accidente relacionado con zona de construcción? 1 - Si 2 - No		177. Materiales relacionados a colisión 02 - Rocas 07 - Aceite 03 - Arbolos 07 - Otro 04 - Tierra 08 - Ninguno 05 - Gravela 06 - Arena		178. Fuente de Materiales 02 - Naturaleza 06 - No aplica 03 - Perdida Carga 07 - Otro de veh 04 - Objeto en carr. fuera de veh		179. Características de carretera 1 Recta-plana 7 Curva-cuesta arriba 2 Recta-cuesta abajo 8 Curva-tope colina 3 Recta-cuesta arriba 97 Otro 4 Recta-tope colina 5 Curva-plana 6 Curva-cuesta abajo										
180. Vision obstruida por: 01 - Edificios 02 - Árboles 03 - Arboles 05 - Coninas 06 - Curva en carr. 07 - Neblina 08 - Vehículos			09 - Cegado por sol 10 - Huevo-humo 11 - Polvo 12 - Cegado por luces 13 - Terraplen			14 - Lluvia en parabrisas 96 - No obstruida 97 - Otro 99 - Desconocido			181. Controles de Tránsito: 01 - Policía 02 - Tabanero 05 - Control peatonal 06 - Semáforo 07 - Semáforo intermitente 08 - Señal de paré			09 - Señalceda el paso 10 - Zona no pasar 97 - Otro 99 - Ninguno			182. ¿Controles en Función? 1 - Si 2 - No 3 - N/A		183. Carriles opuestos separados por: 1 - Isleta 2 - Línea sencilla 3 - Línea doble 4 - Barrera normigon		5 - Barrera metal 7 - Verja 97 - Otro 99 - Ninguno		184. Carriles 5 - Cinco carriles 6 - seis o mas carriles 7 - Tres carriles 8 - Cuatro carriles	
185. Visibilidad 01 - De día 02 - Amanecer 03 - Atardecer 05 - Oscuro alumbrado			187. Clima 01 - Neblina 04 - Viento 05 - Claro 06 - Nublado 07 - Lluvioso 97 - Otro			188. Zona 01 - Residencial 08 - Rural 02 - Industrial 97 - Otro 04 - Comercial 05 - Escolar 06 - Parque			189. Daños a propiedad no vehicular 1 - Ninguna visible 2 - Poco 3 - Moderado 4 - Severo			194. Descripción de propiedad afectada										
190. Hora notificación a Policía		191. Hora Policía lleo		192. Hora notificación a SEM		190. Hora SEM lleo		Nombre dueño _____ Dirección _____														
195. Nombre del testigo				196. Dirección				197. Teléfono														
198. Nombre del testigo				199. Dirección				200. Teléfono														
202. Placa del Policía <u>28175</u>						205. Fecha <u>18/02/02</u>																

AREA

P.R.002







IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA

JOE HOBSON, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 FORD MOTOR COMPANY, )  
 )  
 Defendant. )

FILED IN OFFICE  
JUL 23 7:14:33  
CLERK OF SUPERIOR COURT  
FULTON COUNTY, GEORGIA  
CIVIL ACTION  
FILE NO. 04VS069815G

**COMPLAINT**

COMES NOW, Plaintiff Joe Hobson, and hereby files his Complaint and in support thereof shows this Court the following:

**PARTIES AND JURISDICTION**

1.

Defendant Ford Motor Company is a corporation authorized to do business in the State of Georgia. Service may be perfected upon the defendant by serving its agent for service of process, to wit: Corporation Process Company, 180 Cherokee Street, N.E., Marietta, Georgia 30060. Defendant maintains an office and its principal place of business in Fulton County and is subject to the jurisdiction of this court and venue is proper.

**FACTS**

2.

On or about July 25, 2002 Ford Motor Company manufactured a 2002 White Ford Explorer (VIN 1FMZU63E32UC35151).

3.

On or about July 25, 2002 Joe Hobson leased a 2002 White Ford Explorer (VIN 1FMZU63E32UC35151) from Enterprise Leasing Company.

4.

On or about July 25, 2002, while on vacation in Florida, Joe Hobson attempted to drive the 2002 Ford Explorer when the airbag deployed upon the insertion of the key into the ignition.

5.

Defendant is liable for breach of the warranties of merchantability and fitness, for strict liability, and negligence for its failure to warn plaintiff of the defect in the design and construction of the vehicle. Defendant was negligent in manufacturing, inspecting and selling a vehicle that was improperly designed and constructed.

6.

Defendant was negligent in improperly creating and maintaining its product in a dangerous condition.

7.

Defendant, by and through its agents and employees, had actual and/or constructive knowledge of the existence of this dangerous condition but failed to exercise ordinary care and diligence.

8.

Defendant is liable for the negligent acts of its agents and employees under the doctrine of respondeat superior.

9.

Defendant was negligent, inter alia, in creating and maintaining this dangerous condition, in failing to perform timely inspections, in failing to warn plaintiff of the aforesaid dangerous and hazardous condition and in failing to anticipate that plaintiff would incur damages.

10.

As a direct and proximate result of defendant's acts of negligence, plaintiff suffered serious and debilitating injuries and incurred damage to his personal property.

11.

Plaintiff is entitled to recover for his pain and suffering, medical expenses, property damage and all other damages allowed by law.

WHEREFORE, plaintiff prays that:

- (a) Process issue as provided by law;
- (b) He be awarded actual damages in accordance with the enlightened conscience of a fair and impartial jury against defendant;
- (c) He be awarded general damages in accordance with the enlightened conscience of a fair and impartial jury against defendant;
- (d) He be awarded interest and costs;
- (e) He has a trial by jury;

(f) He has such other and further relief as this Court deems just and proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Peter D. Copeland", written over a horizontal line.

Peter D. Copeland  
Georgia Bar No. 186785  
Attorney for plaintiff

Peter D. Copeland, P.C.  
P.O. Box 448  
Clarkston, Georgia 30021  
(404) 299-2444



[REDACTED]  
[REDACTED]  
Lake Charles, LA  
[REDACTED]

March 6, 2010

To Whom it May Concern:

On Wednesday February 24, 2010 my Air Bag deployed , on my 2004 Aviator, without cause. I turned the ignition on and put the vehicle in reverse. I traveled about two feet and the air bag deployed. I put the vehicle in park and got out of car. I was afraid to get back in the car and stood outside for awhile. There was another release of the bag and then I turned the ignition off. The bag hit my arm and burnt my jacket and bruised my arm on the initial impact of release of air bag. I called the dealership, Bubba Oustalet, in Jennings, LA which is about 40 miles from my location. I was told to call my insurance company then contact dealership again. My insurance company felt it was a defect and really did not warrant their services. I called the dealership again and told me I could drive the vehicle to their dealership. On Thursday, February 25, 2010 after taping air bag I drove the vehicle to dealership, Bubba Oustalet, in Jennings, LA. On Friday, February 26, 2010 called dealership to get results of their inspection. I was told that they would not be able to evaluate my vehicle until Tuesday, March 2, 2010 because the service department was busy with their Toyota issues. I was called with an estimate on repair and replace air bag and spring and labor cost on Tuesday, March 2, 2010.

On Wednesday, March 3, 2010 called Ford Customer Assistance Hot Line. I filed a report and was told that report would be sent to the Ford Office of the General Council and that I would hear from them in writing within 15 business days.

On Friday, March 5, 2010 called the Department of Transportation Safety Hot Line for Defects and filed a complaint.

My vehicle is now sitting at Bubba Oustalet waiting for a reply from Ford Motors to see what the company will do. I was told that the vehicle cannot be repaired until Ford Motors inspects and or investigates.

I hope that you will attend to this issue as soon as possible.

Sincerely,  
[REDACTED]

BEGINNING OF CONTACT  
03/04/2010

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.01

=====

REGION: A1	SELECT DEALE	OGC ISSUE	CASE NBR: 0469380620
VIN: 5LMEU68H94ZJ33762	ZONE: C06	ENGINE: H	OPENED: 03/03/2010
	VEH TYPE: T		CLOSED: 03/03/2010

=====

LAST NAME:	[REDACTED]	FIRST NAME:	[REDACTED]	STATUS:	CLOSED
TITLE:	[REDACTED]			MI:	D
ADDRESS:	[REDACTED]				
CITY:	LAKE CHARLES	STATE:	LA	ZIP:	[REDACTED]
HOME PHONE:	[REDACTED]				
MODEL YEAR:	2004	MODEL:	AVIATOR 4X2 4-DR		
MILEAGE:	70000				
DEALER NAME:	BUBBA OUSTALET FORD	SALES CODE:	L22001	P & A:	06474
REASON CODE:	0796 LEGAL - ALLEGED INJURY				
SYMPTOMS:	104457 RESTRAINTS AIR BAG SYSTEM DEPLOYMENT				

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 705 - CONTACT ADVANCED TO OGC  
DOCUMENT: ANALYST: PCLAR120 CLARK (PCLAR120),PATRICIA

DATE: 03/03/2010 TIME: 13.02.17:  
ACTION DATA/COMMENTS:

CUSTOMER SAID: - ON 2/24, WHEN REVERSING, AIRBAG DEPLOYED;-  
CUST ARM WAS BRUISED, AND STILL CAUSING PAIN;- CUST STATES H  
AD ON A LIGHTWEIGHT JACKET WHICH WAS BURNT, OTHERWISE HER AR  
M WOULD ALSO HAVE BEEN BURNT;- CUST SPEAKING WITH INS COMPAN  
Y, NOT SURE WHAT THEY PLAN TO DO, THEY WILL GET BACK TO CUST  
TODAY ABOUT THEIR DECISION;DEALER SAID: BUBBA OUSTALET FORD  
L-M INC FORD CODE: 23X268 LM CODE: 22X001 DEALER P  
ROFILE 246 NORTH BROADWAYJENNINGS, LA 70546 TEL:(337) 824-36  
73CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFF  
ICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RE  
SPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.NOTE TO CCR:  
REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE S  
ENDING ISSUE.

FORD MOTOR COMPANY  
RECEIVED  
3/3/2010

MAR 04 2010

OFFICE OF THE  
GENERAL COUNSEL



**Malaney, Linda (L.)**

**From:** Hull, Michelle (M.K.)  
**Sent:** Thursday, March 04, 2010 12:08 PM  
**To:** Bardell, Steve (S.); Malaney, Linda (L.)  
**Cc:** 'michael.legros@bubbaoutletford.com'; Taylor, Alma (A.)  
**Subject:** FW: Dealer/Fleet Request For OGC Review

FORD MOTOR CREDIT  
 RECEIVED  
 MAR 04 2010  
 GENERAL COUNSEL

PRIVILEGED & CONFIDENTIAL

This e-mail may contain privileged communications. If you have received it in error, please delete it immediately and notify the sender.

Please open and assign to Steve. Thanks

**From:** dcpform@ford.com [mailto:dcpform@ford.com]  
**Sent:** Wednesday, March 03, 2010 6:10 PM  
**To:** Ordcalp, F (F.)  
**Subject:** Dealer/Fleet Request For OGC Review

**Dealer/Fleet Request For OGC Review**

**Dealership/Fleet Name:** BUBBA OUSTALET FORD  
**Requesting Dealer/Fleet:** SAME  
**Contact Person:** MIKE LEGROS  
**Title:** SERV MGR  
**Address:** 246 N BROADWAY 246 N BROADWAY  
**Telephone:** 337-824-3673  
**Email Address:** michael.legros@bubbaoutletford.com  
**PA Code:** 06474  
**Region:** LOUISIANA  
**City:** JENNINGS  
**Dealer State:** LA  
**Fax Number:** 337-821-5628  
**WSD:** LINC  
**Vehicle Year:** 2004  
**Vehicle Model:** LINC AVIATOR  
**Vehicle VIN:** 5LMEU68H94 [REDACTED]  
**Mileage:** 67284  
**Customer/Fleet Name:** [REDACTED]  
**Street Address:** 2001 [REDACTED]  
**City:** LAKE CHARLES  
**State:** Louisiana  
**Zip Code:** [REDACTED]

3/4/2010

EA10-001 000114LC

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** 99 - All Regions

**Incident Involves:** Injury

**Date of Incident:** 02/24/2010

**County in which incident occurred:** CALCASIEU

**Is Alleging Defect:** Yes

**Alleging defect detail:** CUSTOMER BACKING OUT OF DRIVEWAY DID NOT HIT ANYTHING AND AIRBAG DEPLOYED FOR NO REASON

**Police Report Filed:** No

**Insurance Company Contacted:** Y

**Insurance Company Advice:** ADVISED SOUNDS LIKE DEFECT MATERIALS CONTACT FORD MOTOR CO

**Insurance Company Contact Information:** PROGRESSIVE INS CO--PHONE #337-474-1636  
AGENT TOM CLARK

**Coach Builder State:** AK - Alaska

**Vehicle Location:** BUBBA OUSALET FORD--JENNINGS,LA

**Resolution Sought Detail:** REPAIRS TO BE PERFORMED UNDER WARRANTY

This email was automatically generated. Please do not reply to this email. No one monitors the inbox for this email address.

3/4/2010

EA10-001 000115LC



# RAMON NOYOLA & ASSOCIATES, PC

Attorneys at Law

RAMON NOYOLA  
rnoyola@rnoyola.com

2040 NORTH LOOP WEST,  
SUITE 104  
HOUSTON, TEXAS 77018  
PHONE (713) 752-2500  
FAX (713) 752-2424

March 18, 2009

Ford Motor Company  
16800 Executive Plaza Drive  
MD-4 South  
Dearborn, MI 48126

Re: Our Client: Milagro Aguinaga and Lucrecia Aguinaga  
D/O/L: 03-08-09  
Vehicle: 2003 Lincoln Aviator  
VIN #: 5LMEU68H03ZJ27587

RECEIVED

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT  
APR 20 2009  
OFFICE OF THE  
GENERAL COUNSEL

Dear Ford Motor Company:

We have been retained by Milagro Aguinaga to represent her in her claim for property damage and personal injuries she sustained on or about March 8, 2009.

On March 8, 2009, Milagro Aguinaga started the 2003 Lincoln Aviator owned by Lucrecia Aguinaga, and while sitting in it for about thirty (30) seconds and using her cell telephone, the air-bag, without any warning, went-off striking Milagro Aguinaga's arms and face, and causing her body to be hurled backward thereby striking the back of her head on the driver's seat. Our initial investigation of the incident reveals it was caused by a manufacturing defect. Therefore, we are holding Ford Motor Company responsible for the injuries sustained by Milagro Aguinaga and property damage suffered by the 2003 Lincoln Aviator owned by Lucrecia Aguinaga.

We have been assigned an undivided interest in this claim and cause of action. Please accept these letter as formal Notice of our intent to pursue this claim for damages resulting from the damages and injuries suffered by Milagro Aguinaga and Lucrecia Aguinaga.

Thank you for your cooperation, and if you have any questions please call me.

Very truly yours,

  
Ramon Noyola

RN/dhr

EA10-001 000117LC



BEGINNING OF CONTACT

04/17/2009

VOICE OF THE CUSTOMER TRACKING SYSTEM

09.53.40

REGION: C3 MEMPHIS	OGC ISSUE	CASE NBR: 0647641039
VIN: 1FMDU67K94U [REDACTED]	ZONE: A06	OPENED: 04/13/2009
	ENGINE: K VEH TYPE: T	CLOSED: 04/13/2009

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: [REDACTED]		MI: R
ADDRESS: [REDACTED]		
CITY: VIOLET	STATE: LA	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 2004	MODEL: EXPLORER SPORT TRAC 4X2 4-DR	
MILEAGE: 664000		
DEALER NAME: LAMARQUE FORD, INC.	SALES CODE: F23020	P & A: 06531
REASON CODE: 0796 LEGAL - ALLEGED INJURY		
SYMPTOMS: 104657 RESTRAINTS SIDE AIR BAG SYSTEMS DEPLOYMENT		

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
 ACTION: 705 - CONTACT ADVANCED TO OGC  
 DOCUMENT: ANALYST: PGREEN76 PATRICIA GREEN (PGREEN76)

DATE: 04/13/2009 TIME: 17.59.24 :  
 ACTION DATA/COMMENTS:

CUSTOMER SAID: 4/13/09 - CUST'S BOYFRIEND SHUT THE DOOR AND WHEN HE SHUT THE DOOR, THE AIRBAGS DEPLOYED. CUST SAID SHE HURT HER ARM AND HER BOYFRIEND GOT HIT IN THE FACE AND HAS A ND ACHE.-CUST ISN'T SURE WHAT SHE WANTS. SHE'S FRUSTRATED A ND DOESN'T WANT TO CLAIM IN HER INSURANCE COMPANY TO HAVE TO PAY FOR AIRBAGS.DEALER SAID: LAMARQUE FORD INC3101 WILLIAMS BOULEVARD KENNER, LA 70065TEL:(504) 443-2500FAX:(504) 443-5418CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OF FICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN R ESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE.CONTACT AMBER SNYDER @5049752225

**FORD MOTOR COMPANY  
 RECEIVED  
 CLAIMS UNIT  
 APR 17 2009  
 OFFICE OF THE  
 GENERAL COUNSEL**



BEGINNING OF CONTACT  
09/26/2008

VOICE OF THE CUSTOMER TRACKING SYSTEM

11.17.32

=====

REGION: G2 DETROIT	OGC ISSUE	CASE NBR: 0467282698
VIN: 1FMZU73K13Z [REDACTED]	ZONE: A02	OPENED: 09/25/2008
	ENGINE: K	VEH TYPE: T
		CLOSED: 09/25/2008

=====

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: [REDACTED]		MI: W
ADDRESS: [REDACTED]		
CITY: NEW BOSTON	STATE: MI	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 2003	MODEL: EXPLORER XLT 4X4 4-DR	
MILEAGE: 124000		
DEALER NAME: JACK DEMMER FORD, I	SALES CODE: F48016	P & A: 02771
REASON CODE: 0796 LEGAL - ALLEGED INJURY		
SYMPTOMS: 104457 RESTRAINTS AIR BAG SYSTEM DEPLOYMENT		

ORIGIN: CAC138 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 705 - CONTACT ADVANCED TO OGC  
DOCUMENT: ANALYST: JHAYWA16 JAMES HAYWARD (JHAYWA16)

FORD MOTOR COMPANY  
SEP 29 2008  
GENERAL COUNSEL

DATE: 09/25/2008 TIME: 12.58.47 :  
ACTION DATA/COMMENTS:

CUSTOMER SAID: -AIR BAG WENT OFF FOR NO REASON-HAD VEH IN PARK AND STARTED VEH AND IT POPPED OUT-THIS HAPPENED YESTERDAY EVENING-TOOK VEH TO DLR-NO OTHER VEH INVOLVED -POLICE WERE NOT CALLED-DID NOT TALK TO INSURANCE COMPANY-WIFE WAS INJURED-CUST IS SEEKING FOR FORD TO REPAIR BAG AND FIX PROBLEMDEALER SAID: - JACK DEMMER FORD, INC.37300 MICHIGAN AVENUE WAYNE MI 48184TEL:(800) 816-9396CRC ADVISED: I WILL FORWARD THIS INFORMATION TO THE FORD OFFICE OF THE GENERAL COUNSEL. YOU WILL RECEIVE WRITTEN NOTIFICATION WITHIN 10 BUSINESS DAYS WHICH YOU WILL NEED TO RESPOND TO IN WRITING.NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE.





BEGINNING OF CONTACT  
09/12/2008

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.09

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REGION: G4 PITTSBURGH	OGC ISSUE	CASE NBR: 1587712558
VIN: 1FMZU74W52Z [REDACTED]	ZONE: A04	OPENED: 09/11/2008
	ENGINE: W	VEH TYPE: T
		CLOSED: 09/11/2008

=====

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: [REDACTED]		MI: [REDACTED]
ADDRESS: [REDACTED]		
CITY: ROCHESTER	STATE: NY	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 2002	MODEL: EXPLORER EDDIE BAUER 4X4 4-DR	
MILEAGE: 74197		
DEALER NAME: CORTESE FORD, LLC	SALES CODE: F44023	P & A: 07662
REASON CODE: 0796 LEGAL - ALLEGED INJURY		
SYMPTOMS: 104457 RESTRAINTS AIR BAG SYSTEM DEPLOYMENT		

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 705 - CONTACT ADVANCED TO OGC  
DOCUMENT: ANALYST: SWIXTED1 WIXTED STEVEN

FORD MOTOR COMPANY  
RECEIVED  
SEP 12 2008

DATE: 09/11/2008 TIME: 16.19.30 :  
ACTION DATA/COMMENTS:

CUSTOMER SAID: - 1. AIRBAGS DEPLOYED FOR NO REASON- HAPPENED ABOUT SEP 1ST- CUST WAS DRIVING THE VEH AND THERE WAS NOT A N ACCIDENT BUT THE AIRBAG DEPLOYED- CUST WAS ON THE HIGH WA Y WHEN THIS HAPPENED - THE CUST HAD HIS KIDS IN THE VEH AT T HE TIME - CUST WAS TAKEN FROM THE VEH TO THE HOSPITAL TO GET LOOKED AT - CUST WAS INJURED FROM THE AIRBAGS WHEN THEY WEN T OFF - CUST IS LOOKING FOR WHAT CAN BE DONE ABOUT THIS ISSU E  
DEALER SAID: CORTESE FORD, LLC 2500 WEST HENRIETTA ROAD ROCH ESTER, NY 14623 TEL: (585) 475-1211  
CRC ADVISED: I WILL FORWARD THIS INFORMATION TO THE FORD OFFICE OF THE GENERAL COUNSEL. YOU WILL RECEIVE WRITTEN NOTIFICATION WITHIN 10 BUSINESS D AYS WHICH YOU WILL NEED TO RESPOND TO IN WRITING. NOTE TO CCR : REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE.- CUST ADDRESS PER CALLER WRITER IS 16 RAVEN WAY ROCHESTER, NY 14616

OFFICE OF THE  
GENERAL COUNSEL

CONSUMER AFFAIRS

09/12/2008 FAXOGC1

EA10-001 000123LC



BEGINNING OF CONTACT  
08/05/2008

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.05

REGION: A1	SELECT DEALER	OGC ISSUE	CASE NBR: 1382392178
VIN: 1FMZU73W422		ZONE: A08	OPENED: 08/04/2008
		ENGINE: W	CLOSED: 08/04/2008
		VEH TYPE: T	

LAST NAME: BATTLE	FIRST NAME:	STATUS: CLOSED
TITLE:		MI:
ADDRESS:		
CITY: WASHINGTON	STATE: DC	ZIP:
HOME PHONE:		
MODEL YEAR: 2002	MODEL: EXPLORER XLT 4X4 4-DR	
MILEAGE: 93013		
DEALER NAME: ELLIOTT/WILSON CAPI	SALES CODE: F27901	P & A: 00155
REASON CODE: 0796 LEGAL - ALLEGED INJURY		
SYMPTOMS: 104457 RESTRAINTS AIR BAG SYSTEM DEPLOYMENT		

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
 ACTION: 705 - CONTACT ADVANCED TO OGC  
 DOCUMENT: ANALYST: JSHEALE1 JENETTE SHEALEY (JSHEALE1)

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

DATE: 08/04/2008 TIME: 10.37.19 :  
ACTION DATA/COMMENTS:

AUG 05 2008

OFFICE OF THE  
GENERAL COUNSEL

CUSTOMER SAID: 1. AIRBAG DEPLOYED FOR NO REASON -HAPPENED ON TUES 7/29/08-HUSBAND TURNED IGNITION ON AND WAS ABOUT TO ADJUST THE RADIO AND IT JUST DEPLOYED -VEH IS CURRENTLY AT HOME RESIDENCE -IMPACT FROM THE AIRBAG HIT HUSBANDS WRIST AND THERE IS PAIN IN HIS SHOULDER -HAVE NOT CONTACTED INSURANCE COMPANY AT THIS TIME -BOUGHT VEH USED FROM EASTERN MOTORS ON 7/16/05 -THE AIRBAG LIGHT WAS ON WHEN PURCHASING AND WE TOOK VEH BACK AND THEY DID SOME REPAIRS TO IT-DOES NOT FEEL AIRBAG SHOULD EXPLODE FOR NO REASON -UNCERTAIN OF WHAT AVENUES TO TAKE-IS THERE ANY RECALLSDEALER SAID: -NONEELLIOTT / WILSON CAPITOL TRUCKS LLC8300 ARDWICK-ARDMORE ROAD LANDOVER, MD 20785TEL:(301) 341-5500CRC ADVISED: I WILL FORWARD THIS INFORMATION TO THE FORD OFFICE OF THE GENERAL COUNSEL. YOU WILL RECEIVE WRITTEN NOTIFICATION WITHIN 10 BUSINESS DAYS WHICH YOU WILL NEED TO RESPOND TO IN WRITING.NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE.-CRC ADVISED OF NO RECALLS ON VEH CALLER/WRITER SHARLENE BATTLE 202-207-70051529 ANACOSTIA AVE NE WASHINGTON, WASHINGTON D.C 20019

CONSUMER AFFAIRS

08/05/2008 FAXOGC1





4  
Subbro

July 1, 2008

Ford Motor Company  
Attention: Risk Management/Claims Department  
P.O. Box 6248  
Dearborn, MI. 48126

Our Claim Number: [REDACTED]  
Our Insured: G & G Garage Doors, Inc  
Loss Date: 06/21/2007  
Claimant name: [REDACTED]

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT  
JUL 09 2008  
OFFICE OF THE  
GENERAL COUNSEL

Dear Ford Motor Company,

We are the workers' compensation carrier for G & G Garage Doors, Inc. It is alleged that negligence on your part caused injuries to [REDACTED] when an airbag prematurely deployed. The information provided to us is the vehicle is a 2006 F150 with a vin number of 1FTRF12276N [REDACTED]. It is our understanding repairs have already been made on said vehicle by a Ford Dealership.

We, as the workers' compensation carrier, claim a lien to the extent of our payments as provided under the State Workers' Compensation Act.

Please acknowledge receipt of this Notice of Lien and inform us as soon as possible as to your position regarding this claim. If you have insurance covering this matter, please advise us of the name and address of your insurance carrier in the space provided at the bottom of this page. If a claim has already been reported to your insurance carrier, please provide us with the claim number, phone number and adjuster's name for our records. We would suggest you forward a copy of this letter to your insurance carrier.

Thank you for your time and consideration and attention to this matter.

Edward L. Eisman, Sr. CPCU, A.I.M., A.I.C.  
Senior Corporate Claim Specialist

Liability Insurance Carrier \_\_\_\_\_  
Liability Insurance Carrier Address \_\_\_\_\_  
Policy Number \_\_\_\_\_  
Claim Number \_\_\_\_\_  
Adjuster's name and number \_\_\_\_\_



BEGINNING OF CONTACT  
11/01/2008

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.03

=====

REGION:	W2 SAN FRANCISCO	OGC ISSUE	CASE NBR:	0696683058	
VIN:	5LMEU78H33Z [REDACTED]	ZONE: A01	OPENED:	10/31/2008	
		ENGINE: H	VEH TYPE: T	CLOSED:	10/31/2008

=====

LAST NAME:	[REDACTED]	FIRST NAME:	MELISSA	STATUS:	CLOSED
TITLE:	[REDACTED]	MI:	H		
ADDRESS:	[REDACTED]				
CITY:	SACRAMENTO	STATE:	CA	ZIP:	[REDACTED]
HOME PHONE:	[REDACTED]				
MODEL YEAR:	2003	MODEL:	AVIATOR 4X4 4-DR		
MILEAGE:	84000				
DEALER NAME:	HARROLD FORD	SALES CODE:	F72202	P & A:	07862
REASON CODE:	0796 LEGAL - ALLEGED INJURY				
SYMPTOMS:	104457 RESTRAINTS AIR BAG SYSTEM DEPLOYMENT				

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 705 - CONTACT ADVANCED TO OGC  
DOCUMENT: ANALYST: SKIRKEND SALLY KIRKENDOLL (SKIRKEND)

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

NOV 03 2008

DATE: 10/31/2008 TIME: 19.21.07 :  
ACTION DATA/COMMENTS:

OFFICE OF THE  
GENERAL COUNSEL

CUSTOMER SAID: 1--AIRBAG DEPLOYED FOR NO REASON.--CUST START ED VEH. AND HAD TURNED ON THE WINDSHIELD WIPERS AS THERE WAS CONDENSATION ON THE WINDOWS.--CUST THEN HIT THE HEATER BUTT ON AND THE AIRBAG IMMEDIATELY DEPLOYED IN CUST'S FACE.--CUST 'S NECK IS SORE FROM THIS.--THIS HAPPENED ON 10/29/08.--CUST TOOK VEH IN TO DLR THE SAME DAY.--DLR HAS HAD VEH EVER SINCE.--DLR IS ADVISING CUST THAT WILL BE \$968.54 TO FIX VEHICLE --CUST FEELS THAT THIS IS A MANUFACTURERS DEFECT.--CUST IS SEEKING FOR FORD TO ASSIST WITH COST OF REPAIR.--WHEN CUST ASKED DLR FOR ASSISTANCE, DLR ADVISED CUST TO CONTACT CRC.DEA LER SAID: HARROLD FORD1535 HOWE AVENUE SACRAMENTO, CA 95825T EL:(916) 922-1535FRANK CONSULO-S/A--CONTACT CRC FOR FIN ASST TOWARDS REPAIR. --VEH IS NO LONGER UNDER WARRANTY.CRC ADVIS ED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITH IN 15 BUSINESS DAYS TO YOUR CONCERN.NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSU E.--VERIFIED ALL CONTACT INFORMATION FOR CUST.

CONSUMER AFFAIRS

11/01/2008 FAXOGC1

EA10-001 000129LC





TIME RECEIVED

Tue, 14 Nov 2006 10:12:30 -0500

REMOTE CSID

13372383349

DURATION

32

PAGES

1

STATUS

Received

NDU-14-2006 09:57 FROM:LEESVILLE MO TORS

13372383349

TO:EsyncMailfax

P.1/1

**MARK W. PREWITT**  
**ATTORNEY AT LAW**

Post Office Drawer 750

Vicksburg, MS 39181

Telephone: (601) 636-5921

Facsimile: (601) 631-8076

November 6, 2006

Leesville Ford-Mercury-Lincoln-Toyota

Attn: Elma Taylor

11981 Lake Charles Hwy

Leesville, LA 71446

RE: My Client: [REDACTED]  
D/A: October 13, 2006

Dear Elma:

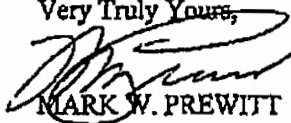
[REDACTED] came by to see me regarding a possible claim for injuries he sustained when the steering wheel air-bag negligently deployed in the 2004 Ford Explorer being operated by him on the above referenced date. It is my understanding that you and Mr. [REDACTED] have had prior conversation regarding this incident and I felt that it was appropriate to first attempt to contact your company through you regarding this claim.

If you prefer, you may contact me at my office to discuss this matter or refer this letter to the manufacturer, insurance company or such other legal representative you feel should be notified regarding [REDACTED] claim and have them contact my office during regular business hours so as to hopefully amicably resolve this matter.

If I had contacted you or your company in error, please let me know in order to avoid the unnecessary filing of suit.

In any event, the routing of this notice of claim through the proper channels is deeply appreciated.

Very Truly Yours,

  
MARK W. PREWITT

MWP/ac

1Fm7U72KX4Z [REDACTED]

Action Detail

VIN: 1FMZU72KX4Z [REDACTED] Year: 2004 Model: EXPLORER Case: 1371812936  
Name: [REDACTED] Owner Status: Original WSD: 2004-05-18  
Symptom Desc: RESTRAINTS AIR BAG SYSTEM DEPLOYMENT Primary Phone:  
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary Phone:  
Issue Type: 07 LEGAL Issue Status: CLOSED Dealer: LEESVILLE FORD LINCOLN MERCURY  
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION P & A Code: 06565  
Action Desc: UPDATE CONTACT STATUS  
Odometer: 19182 MI Comm Type: PHONE  
Action Date: 12/22/2006 Action Time: 10:34:18:360 Action Data: No  
Analyst Name: KLEMMER MARCIE Analyst: MKLEMMER

COMMENTS: PER ATTORNEY, CUSTOMER REQUESTS \$20,000.00 AS SETTLEMENT FOR PAIN AND SUFFERING DUE TO ARM INJURY FROM AIRBAG. FORWARD CASE TO OGC.

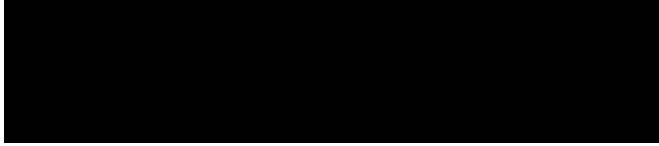
Ford Confidential

JAN 05 2007



JAN 18 2007  
OFFICE  
GENERAL COUNSEL

[REDACTED] 12/22/2006





7230 McGinnis Ferry Road, Suwanee, GA 30024 t 770-813-6220 f 770-813-6330

January 21, 2003

Certified—Return Receipt Requested

January 21, 2003

Certified—Return Receipt Requested

Ms. Julie Macgillis  
Ford Motor Company  
Parklane Towers West, Suite 300  
3 Parklane Boulevard  
Dearborn, MI 48126

RE:    Employer:        The Hertz Corporation (Rent-A-Car)  
      Claimant:        [REDACTED]  
      Date of Loss:     11/22/02  
      Our Claim #:     0001-1000-02-0839/A01/NC  
      VIN #:            1FMZU74E32Z [REDACTED]  
      Make/Mod/Yr:    Ford Explorer, 2002



Dear Ms. Macgillis:


Please be advised that Cambridge Integrated Services Group, Inc. is the service agent for The Hertz Corporation relative to their Workers' Compensation claims. Our client's employee, [REDACTED] was injured on 11/22/02 and has received Workers' Compensation insurance benefits from us.

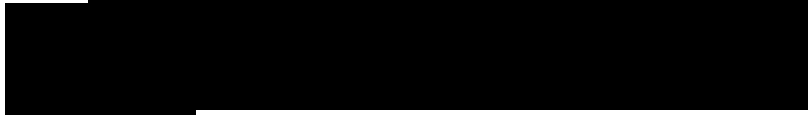
On 11/22/02, [REDACTED] was checking mileage on the captioned Ford Explorer when the airbag on the driver's side of the car deployed, hitting [REDACTED] in the right hand. As a result of this injury, we have been required to make payments for medical treatment received by [REDACTED] and we are requesting reimbursement of that amount from you. At this point, we do not have a final number for the amount of our lien, as I have not yet received any medical bills. I believe [REDACTED] treatment was limited to a one-time visit to Caromont Occupational Medicine.

Once you have had a chance to review this letter, please call me at (877) 813-0263, ext. 726, so that we may work towards amicably resolving this lien.

Very truly yours,

Cambridge Integrated Services Group, Inc.

  
Cindy Flome  
Claim Representative





Travelers Prop Cas Co Of Americ  
Po Box 12647  
Reading, PA 19612-2647

MAR 01 2006  
*[Handwritten signature]*

02/23/2006

**Julie Szymanski**  
**Ogc/Ford Motor Company**  
**Parklane Towers West #300**  
**Dearborn, MI 48236**

**Employer:** [REDACTED]  
**Employee:** [REDACTED]  
**Date of Loss:** 01/13/2006  
**File Number:** 506-CB-B6S3560-E  
**State Case Num:**

Dear Julie Szymanski

We are the Workers' Compensation insurer/service company for Barr & Barr Inc and have paid compensation benefits to Michael Graveline. Our investigation reveals that you may be legally responsible for this loss and the reimbursement to us for all benefits paid under the Workers' Compensation Act.

This accident occurred when an airbag deployed while [REDACTED] was driving a 2005 Ford F-150 (VIN 1FTRF12225N [REDACTED]). He was traveling approximately 10MPH in a well-paved parking lot when the airbag deployed, causing lacerations of the mouth (requiring stitches). The vehicle was not struck nor did it strike anything that would have caused the airbag to deploy.

full name- [REDACTED]  
date of birth- [REDACTED]  
home address [REDACTED] Holyoke MA [REDACTED]  
marital status-n/a  
name of spouse-n/a  
social security number-n/a  
occupation-laborer  
complete description of the injuries-lacerations to the mouth requiring 4 stitches  
the names and addresses of all treating physicians-to follow under separate cover  
copies of all medical bills and records-to follow under separate cover.

Enclosed are the service records following the incident and you will receive under separate cover, the records prior to the incident.

Please contact me so we can discuss an amicable resolution to this claim.

Sincerely,  
*[Handwritten signature: Maria Grube]*

Maria Grube, CI Rep  
(610)371-7603 Fax: (610)371-7578  
(800)934-5482  
MGRUBE@stpaultravelers.com  
National Workers' Compensation Recovery Center



## Action Detail

<b>VIN:</b> 1FTRF12225N [REDACTED]	<b>Year:</b> 2005	<b>Model:</b> F-SERIES	<b>Case:</b> 1365870186
<b>Name:</b> G E FLEET SERVICES	<b>Owner Status:</b> Subsequent	<b>WSD:</b> 2005-03-10	
<b>Symptom Desc:</b> RESTRAINTS AIR BAG SYSTEM DEPLOYMENT		<b>Primary Phone:</b> [REDACTED]	
<b>Reason Desc:</b> LEGAL - ALLEGED INJURY RELATED TO S		<b>Secondary Phone:</b> [REDACTED]	
<b>Issue Type:</b> 07 LEGAL	<b>Issue Status:</b> CLOSED	<b>Dealer:</b> FORD MOTORCOMPANY-FORD DIV	
<b>Origin Desc:</b> CONSUMER AFFAIRS-LITIGATION PREVENTION-CVO		<b>P &amp; A Code:</b> 68011	
<b>Action Desc:</b> OPEN NAFS CONTACT-PRODUCT LIABILITY			
<b>Odometer:</b> 21513 MI	<b>Comm Type:</b> OTHER		
<b>Action Date:</b> 01/18/2006	<b>Action Time:</b> 10:09:47:377	<b>Action Data:</b> No	
<b>Analyst Name:</b> TAYLOR (ATAYLO29),ALMA	<b>Analyst:</b> ATAYLO29		

**COMMENTS:** \*\*LPA RECEIVED A DEALER REQUEST FORM FROM LP. ACCORDING TO THE INFORMATION SUBMITTED BY LOU BEAUREGARD @ MARCOTTE FORD, P/A: 08898, PH: 413 536-1900, THE BARR AND BARR BUILDERS DRIVER ALLEGES THAT THIS VEHICLE'S DRIVER'S SIDE AIRBAG DEPLOYED FOR NO APPARENT REASON. INCIDENT DATE: 1-13-2006. THE DRIVER SUSTAINED AN INJURY. THE CUSTOMER IS SEEKING TO HAVE THE REPAIRS COVERED BY FMC. VEHICLE LOCATION: MARCOTTE FORD.\*\*LPA SPOKE TO MR. BEAUREGARD. HE CONFIRMED THE ISSUE INFORMATION. AT LPA'S REQUEST, HE PULLED THE MODULE CODES. ONLY CODE: B-2293. --LPA SPOKE TO RICK BABIAK, BARR AND BARR BUILDERS, PH: 413 772-0154. HE INDICATED THAT THE DRIVER'S LIP WAS CUT AND STITCHES WERE REQUIRED. MR. BABIAK ADVISED THAT THE DRIVER WAS BACKING UP, PLACED THIS VEHICLE INTO "DRIVE" AND WHILE TRAVELING AT 10-15 MPH THE AIRBAG DEPLOYED. ---MR. BABIAK REQUESTED A RENTAL VEHICLE. LPA INFORMED MR. BABIAK AND MR. BEAUREGARD THAT LPA WILL COVER THE RENTAL EXPENSE UNTIL 1-20-06. ---LPA WILL SEEK THE ASSISTANCE OF R. RUTH, DAE.

Ford Confidential

[REDACTED] 2/1/2006

EA10-001 000138LC

## Action Detail

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<b>VIN:</b> 1FTRF12225N [REDACTED]	<b>Year:</b> 2005	<b>Model:</b> F-SERIES	<b>Case:</b> 1365870186
<b>Name:</b> G E FLEET SERVICES	<b>Owner Status:</b> Subsequent	<b>WSD:</b> 2005-03-10	
<b>Symptom Desc:</b> RESTRAINTS AIR BAG SYSTEM DEPLOYMENT		<b>Primary Phone:</b> [REDACTED]	
<b>Reason Desc:</b> LEGAL - ALLEGED INJURY RELATED TO S		<b>Secondary Phone:</b> [REDACTED]	
<b>Issue Type:</b> 07 LEGAL	<b>Issue Status:</b> CLOSED	<b>Dealer:</b> FORD MOTORCOMPANY-FORD DIV	
<b>Origin Desc:</b> CONSUMER AFFAIRS-LITIGATION PREVENTION-CVO		<b>P &amp; A Code:</b> 68011	
<b>Action Desc:</b> DOCUMENT ADDITIONAL INFORMATION			
<b>Odometer:</b> 21513 MI	<b>Comm Type:</b> PHONE		
<b>Action Date:</b> 01/19/2006	<b>Action Time:</b> 10:49:59:310	<b>Action Data:</b> No	
<b>Analyst Name:</b> TAYLOR (ATAYLO29),ALMA	<b>Analyst:</b> ATAYLO29		

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**COMMENTS:** \*\*LPA RECEIVED PHOTOS, VIA EMAIL, FROM MR. BEAUREGARD. ---AFTER REVIEWING WITH R. RUTH, DAE, IT WAS DECIDED THAT REPAIRS WOULD BE COVERED BY WARRANTY. AT MR. RUTH'S REQUEST, THE CLOCKSPRING AND AIRBAG WILL BE SHIPPED TO FMC FOR EVALUATION.

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Ford Confidential

[REDACTED] 2/1/2006

EA10-001 000139LC

## Action Detail

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<b>VIN:</b> 1FTRF12225N [REDACTED]	<b>Year:</b> 2005	<b>Model:</b> F-SERIES	<b>Case:</b> 1365870186
<b>Name:</b> [REDACTED]	<b>Owner Status:</b> Subsequent	<b>WSD:</b> 2005-03-10	
<b>Symptom Desc:</b> RESTRAINTS AIR BAG SYSTEM DEPLOYMENT		<b>Primary Phone:</b> [REDACTED]	
<b>Reason Desc:</b> LEGAL - ALLEGED INJURY RELATED TO S		<b>Secondary Phone:</b> [REDACTED]	
<b>Issue Type:</b> 07 LEGAL	<b>Issue Status:</b> CLOSED	<b>Dealer:</b> FORD MOTORCOMPANY-FORD DIV	
<b>Origin Desc:</b> CONSUMER AFFAIRS - LITIGATION PREVENTION		<b>P &amp; A Code:</b> 68011	
<b>Action Desc:</b> CLOSING COMMENTS - VEHICLE REPAIRED - PER PROGRAM/FSA/WARRANTY			
<b>Odometer:</b> 21513 MI	<b>Comm Type:</b> PHONE		
<b>Action Date:</b> 01/20/2006	<b>Action Time:</b> 15:02:15:783	<b>Action Data:</b> No	
<b>Analyst Name:</b> TAYLOR (ATAYLO29),ALMA	<b>Analyst:</b> ATAYLO29		

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**COMMENTS:** \*\*LPA PROVIDED LOU @ MARCOTTE FORD WITH AN APPROVAL CODE FOR LOANER VEHICLE (\$196).

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Ford Confidential

[REDACTED] 2/1/2006

## Action Detail

<b>VIN:</b> 1FTRF12225N [REDACTED]	<b>Year:</b> 2005	<b>Model:</b> F-SERIES	<b>Case:</b> 1365870186
<b>Name:</b> [REDACTED]	<b>Owner Status:</b> Subsequent	<b>WSD:</b> 2005-03-10	
<b>Symptom Desc:</b> RESTRAINTS AIR BAG SYSTEM DEPLOYMENT		<b>Primary Phone:</b> [REDACTED]	
<b>Reason Desc:</b> LEGAL - ALLEGED INJURY RELATED TO S		<b>Secondary Phone:</b> [REDACTED]	
<b>Issue Type:</b> 07 LEGAL	<b>Issue Status:</b> CLOSED	<b>Dealer:</b> FORD MOTORCOMPANY-FORD DIV	
<b>Origin Desc:</b> CONSUMER AFFAIRS-LITIGATION PREVENTION-CVO		<b>P &amp; A Code:</b> 68011	
<b>Action Desc:</b> INBOUND CALL FROM CUSTOMER			
<b>Odometer:</b> 21513 MI	<b>Comm Type:</b> PHONE		
<b>Action Date:</b> 01/24/2006	<b>Action Time:</b> 10:20:23:087	<b>Action Data:</b> No	
<b>Analyst Name:</b> TAYLOR (ATAYLO29),ALMA	<b>Analyst:</b> ATAYLO29		

**COMMENTS:** \*\*LPA RECEIVED A PHONE CALL FROM ANDY BARNES, OPERATIONS OFFICER, BARR AND BARR BUILDERS, PH: 508 879-5750. HE ADVISED THAT THE DRIVER BELIEVES THIS VEHICLE IS NOT SAFE AND NO LONGER WANTS TO DRIVE IT (THE DRIVER RECEIVED 3 STITCHES IN HIS LIP FROM THE AIR BAG DEPLOYMENT). THE CUSTOMER IS SEEKING A VEHICLE REPLACEMENT.\*\*LPA ADVISED THAT AIRBAG COMPONENTS WERE REPLACED, WITH THE ORIGINAL COMPONENTS BEING SENT TO DEARBORN FOR FURTHER EVALUATION. LPA DENIED MR. BARNES REQUEST TO DOCUMENT IN WRITING A GUARANTEE THAT THIS VEHICLE IS SAFE TO DRIVE. MR. BARNES INFORMED LPA THAT THIS UNIT WILL NOT BE RETRIEVED FROM MARCOTTE FORD. ---LPA INFORMED LOU @ MARCOTTE FORD, MR. BARNES AND MR. BABIAK @ BARR & BARR THAT THE VEHICLE RENTAL ASSISTANCE ENDED 1-20-2006. BEYOND THAT DATE WILL BE THE CUSTOMER'S RESPONSIBILITY.

Ford Confidential

[REDACTED] 2/1/2006

EA10-001 000141LC

## Action Detail

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VIN: 1ETRF12225N [REDACTED]	Year: 2005	Model: F-SERIES	Case: 1365870186
Name: [REDACTED]	Owner Status: Subsequent	WSD: 2005-03-10	
Symptom Desc: RESTRAINTS AIR BAG SYSTEM DEPLOYMENT		Primary Phone: [REDACTED]	
Reason Desc: LEGAL - ALLEGED INJURY RELATED TO S		Secondary Phone: [REDACTED]	
Issue Type: 07 LEGAL	Issue Status: CLOSED	Dealer: FORD MOTORCOMPANY-FORD DIV	
Origin Desc: CONSUMER AFFAIRS-LITIGATION PREVENTION-CVO		P & A Code: 68011	
Action Desc: DOCUMENT ADDITIONAL INFORMATION			
Odometer: 21513 MI	Comm Type: PHONE		
Action Date: 01/30/2006	Action Time: 14:33:15:310	Action Data: No	
Analyst Name: TAYLOR (ATAYLO29),ALMA	Analyst: ATAYLO29		

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**COMMENTS:** \*\*LPA RECEIVED A PHONE CALL FROM JODI AMEY, SUBROGATION INVESTIGATOR FOR ST. PAUL TRAVELERS INSURANCE, PH: 610 371-7491. ---LPA FORWARDED CASE INFORMATION TO OGC FOR HANDLING, OGC WILL CONTACT MS. AMEY.

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Ford Confidential

[REDACTED] 2/1/2006

EA10-001 000142LC